

**Buckland Select Board  
Meeting Minutes  
August 9, 2022 5:30 p.m.  
Buckland Town Hall**

**Listing of Topics**

**Appointments**

5:30 p.m. - Public Hearing, Liquor License Transfer of Ownership, Buckland Pizza

5:45 p.m. - Town Clerk, Approval of Primary Election Warrant and Election Preparations

**Agenda Items**

- > 2022 Committee Appointments, Continued
- > 2022 End of Year Transfers

**Documents to Sign**

**Contract and Grant Documents**

- > A. Martins Construction. Change Order #2
- > Comcast Cable Contract, Renewal
- > Shared Police Administrative Services, Memorandum of Agreement - Town of Shelburne
- > Westfield Construction, Contract for Construction of the Buckland Community Swimming Pool
- > Mass DOT Winter Road Recovery Fund Agreement

**Permits and Licenses**

- > Curb Cut, Howes Road

**Minutes**

- > July 12, 2022
- > July 26, 2022

**Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting**

**Select Board Member Concerns**

**Town Administrator's Report**

**Public Comment**

**Volunteer Recognition**

**Announcements & Upcoming Meetings**

**Attendees**

Barry Del Castilho - Select Board Chair  
 Clint Phillips - Select Board Vice-Chair  
 Larry Wells - Select Board Member  
 Heather Butler - Town Administrator, Absent  
 Pamela Guyette - Director of Assessing  
 Mary Bolduc - Boards' Clerk  
 Karen Blom - Town Clerk  
 Donald Wheeler - Falls Cable  
 Chris Larabee - The Recorder

**Meeting -**

Mr. Del Castilho opened the meeting at 5:30 p.m.

**Appointments**

> 5:30 p.m. Public Hearing, Liquor License Transfer of Ownership, Buckland Pizza - Mr. Del Castilho read aloud the legal notice of the hearing. Following brief Board discussion and dialogue with the applicant, the hearing closed at 5:32. Mr. Phillips moved to approve the transfer of the On-premises Wine & Malt Beverages License from LARISSA G, LLC DBA Buckland Pizza House to PJSKI, LLC DBA Buckland Pizza House, at 13 State Street, Buckland, MA. Mr. Wells seconded the motion and vote in favor was unanimous.

> 5:45 p.m. Town Clerk, Approval of Primary Election Warrant and Election Preparations - Ms. Blom, Town Clerk, presented the Warrant for the State Primary on September 6, 2022 to the Select Board for their signatures. Mr. Phillips moved to sign, seconded by Mr. Wells. The vote to approve/sign the Warrant was unanimous in favor of the motion.

Ms. Blom then presented Board members with changes in election law as a result of **VOTES act** which made permanent many voting changes introduced during the height of the pandemic. The following motions were made, seconded, and voted on in one action. The motions made by Mr. Phillips, seconded by Mr. Wells are as follows:

Motion #1: To accept the following early voting hours for the primary election on September 6 to be held in the Clerk's office:

- > Sat. Aug 27th: 9-11 a.m. & 3-5 p.m.
- > Tues. Aug 30th: 1-3 p.m.
- > Wed. Aug. 31st: 4-6 p.m.
- > Thur. Sept. 1st: 9-11 a.m.
- > Fri. Sept. 2nd: 3-5 p.m.

Motion #2: To accept the use of regular polling location at 1 William Street (2nd Floor of Town Hall) unless in case of emergency, when the small gym at Mohawk High School would be used. Polling hours are 7 a.m. - 8 p.m. regardless of poll location.

Motion #3: To hire a minimum number of 1 officers/constables for coverage at town hall voting precinct. To ensure the security of voted ballots after the polls close at 8 p.m. and until all ballots are tabulated, a minimum of 1 officers/constables shall be assigned to any building in which voting has occurred. We have 3 constables and every effort should be made by the Select Board to secure their schedules for Sept. 6 and Nov. 8, 7 :00 a.m. - 11: 00 p.m. to help with coverage.

Motion #4: To hire a minimum number of 2 officers/constables if voting occurs in the Mohawk school gym (emergency location) and classes are in session during polling hour. One for inside the gym and one for outside.

Motion #5: To allow the Town Clerk to make 2 Robocalls - 1) for early voting 2)for election.

The vote in favor of the motions was unanimous. Mr. Phillips then moved that it would be the responsibility of the Select Board to secure/hire the constables for elections, seconded by Mr. Del Castilho. Vote in favor of the motion was unanimous.

### **Agenda Items**

> 2022 Committee Appointments, continued: - A list of remaining vacancies was read aloud with some recommendations discussed for possible appointments/council or committee members. Mr. Del Castilho volunteered to be the Select Board representative to FRCOG, and Mr Wells will serve on the McKnight Scholarship Fund. Ms. Blom also recommended Janice Sorensen for the Board of Registrars. Mr. Phillips moved to appoint Mr. Del Castilho, Mr. Wells, and Ms. Sorensen to the respective roles, in addition to approving the appointment of Melissa Griffin as the Town's Fence Viewer, Lisa Provencher as the Town's Sewer Hook-up Inspector, Janice Fleuriet to the Council on Aging, and Paula Consolo, Leslie DeGraff-Grinnell and Patricia Schmidt to the Personnel Committee. Mr. Wells seconded the motion, and the vote in favor was unanimous.

> FY22 End of Year Transfers - Board members reviewed the FY22 year-End Transfer handout. Following a brief discussion, Mr. Phillips moved to approve under the provisions of MGL Chapter 44, Section 33B, subsection (b) the transfer of funds between departments in the amount of \$38,973.00 as further detailed in the handout and recommended by the Town Accountant and Town Administrator. Said transfers will be completed upon further approval of the Finance Committee. Mr. Wells seconded the motion and vote in favor was unanimous.

### **Documents to Sign**

#### **Contract and Grant Documents**

> A. Martins Construction, Change Order #2 - Mr. Phillips moved to approve Change Order #2 for A. Martins Construction for additional work done by the contractor and for an increase of the cost of asphalt. Mr. Wells seconded the motion and vote in favor was unanimous.

> Comcast Cable Contract, Renewal - Mr. Phillips moved to approve the letter to deny Comcast Cable's renewal cable license and further requests a 120 day extension for further negotiations. Mr. Wells seconded the motion and vote in favor was unanimous.

> Shared Police Administrative Services, Memorandum of Agreement - Town of Shelburne - The Collins Center has completed a final draft of the Memorandum of Agreement (MOA) with Shelburne for Chief Bardwell to Serve as Police Chief in both the towns of Buckland and Shelburne. Following brief discussion, Mr. Phillips moved to approve the Final Memorandum of Agreement between the Towns of Buckland and Shelburne for shared police administrative services and approve the sum of \$5,500 be paid to the Town of Shelburne each month until June 2023. Said payment is not retroactive and is to commence on a date to coordinate with that chosen by the town of Shelburne. The motion was seconded by Mr. Wells, and vote in favor was unanimous.

> Westfield Construction, Contract for Construction of the Buckland Community Swimming Pool - Mr. Wells moved to approve the Contract for Westfield Construction in the amount of \$2,068,321.00 Mr. Phillips seconded the motion and vote in favor was unanimous.

> Mass DOT Winter Road Recovery Fund Agreement - Mr. Phillips moved to approve the Contract for MassDOT for Winter Road Recovery in the amount of \$142,000.00. Mr. Wells seconded, and vote in favor of the motion was unanimous.

#### Permits and Licenses

> Curb Cut, Howes Road - Property owners had submitted a completed curb cut application in accordance with Town policy having been reviewed and signed by the Highway Superintendent, Fire Chief, and Police Chief. Mr. Wells moved to approve a curb cut application for Bonnie Iglesias and Marco DePaulis of 167 Howes Road (East Buckland, former address). Mr. Phillips seconded the motion and vote in favor was unanimous.

#### Minutes

> July 12, 2022 and July 26, 2022 - Mr. Phillips moved to approve both sets of minutes as written, seconded by Mr. Wells. Vote in favor of the motion was unanimous.

**Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting** - Saint Joseph's Catholic Church had submitted a sidewalk use application to display a banner advertising their annual tag sale on the State Street river fence for two weeks prior to

the August 27 event. Mr. Phillips moved to approve the permit, seconded by Mr. Wells. Vote in favor of the motion was unanimous.

**Select Board Member Concerns** - There were none reported.

**Town Administrator's Report** - There was no formal Town administrator's report, however, Ms. Guyette reported that some trees in front of McCusker's Market will be trimmed some time soon and at that time there will be an impact on the number of available parking spaces.

**Public Comment** - There was no public comment.

**Volunteer Recognition** - Recognition was given to the Cable Advisory Committee for their hard work in the cable licensing renewal for the Town of Buckland.

**Announcements & Upcoming Meetings** - There will be Select Board meetings on August 23 and September 13, 2022. The State Primary Election is September 6, 2022. With no further business or announcements, Mr. Phillips moved to adjourn, seconded by Mr. Wells. Vote in favor of the motion was unanimous. Meeting adjourned at 6:08 p.m.

Respectfully Submitted by Mary Bolduc, Boards' Clerk, August 23, 2022

Signed:

Barry Del Castilho



Clint Phillips



Larry Wells



## TOWN OF BUCKLAND

### LEGAL NOTICE

The Buckland Select Board hereby gives notice under provisions of Massachusetts General Laws, as amended, that LARISSA G, LLC DBA Buckland Pizza House is seeking a Transfer of On-Premises Wine & Malt Beverages License, to PJSKI, LLC DBA Buckland Pizza House, at 13 State Street, Buckland MA.

The Buckland Select Board will hold a public hearing regarding the application on Tuesday, August 9, 2022, at 5:30 p.m., in Buckland Town Hall, 17 State Street, Buckland MA, in accordance with Massachusetts General Laws Chapter 138.

Barry L. Del Castilho, Chairman  
Clinton Phillips, member  
Lawrence Wells, member

TOWN OF BUCKLAND

LEGAL NOTICE

The Buckland Select Board hereby gives notice under provisions of Massachusetts General Laws, as amended, that LARISSA G, LLC DBA Buckland Pizza House is seeking a Transfer of On-Premises Wine & Malt Beverages License, to PJSKI, LLC DBA Buckland Pizza House, at 13 State Street, Buckland MA.

The Buckland Select Board will hold a public hearing regarding the application on Tuesday, August 9, 2022, at 5:30 p.m., in Buckland Town Hall, 17 State Street, Buckland MA, in accordance with Massachusetts General Laws Chapter 138.

Barry L. Del Castilho, Chairman  
Clinton Phillips, member  
Lawrence Wells, member



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

BUCKLAND, MA

**1. TRANSACTION INFORMATION**

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The current holder of the liquor license, LARISSA G. LLC, has sold its Restaurant Business located at 13 State Street, Buckland, MA to PJSKI, LLC and as part of the sale is applying for the license to be transferred to the new owner.

**2. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

On-Premises-12

**TYPE**

\$12 Restaurant

**CATEGORY**

Wines and Malt Beverages

**CLASS**

Annual

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number

05445-RS-0158

FEIN

874498390

Entity Name

PJSKI, LLC

DBA

BUCKLAND PIZZA HOUSE

Manager of Record

APOSTOLOS ITSOU

Street Address

13 STATE STREET, BUCKLAND, MA 01370

Phone

(860) 977-1751

Email

pjitsou@SBCglobal.net

Add'l Phone

Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

The premises consist of a single floor restaurant with a dining area, service counter, kitchen, and bathroom facilities.

Total Sq. Footage

2025

Seating Capacity

44

Occupancy Number

64

Number of Entrances

One

Number of Exits

Two

Number of Floors

One



## APPLICATION FOR A TRANSFER OF LICENSE

### 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name <span style="border: 1px solid black; padding: 2px;">LARISSA G, LLC</span>	By what means is the license being transferred? <span style="border: 1px solid black; padding: 2px;">Purchase</span>
---------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; padding: 2px;">BESSIE C. GITSIS</span>	<span style="border: 1px solid black; padding: 2px;">MANAGER</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>
<span style="border: 1px solid black; padding: 2px;">APOSTOLOS N. GITSIS</span>	<span style="border: 1px solid black; padding: 2px;">MANAGER</span>	<span style="border: 1px solid black; padding: 2px;">50%</span>
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;">APOSTOLOS ITSOU</span>	<span style="border: 1px solid black; padding: 2px;">25 BARN HILL RD</span>	<span style="border: 1px solid black; padding: 2px;">048-66-2444</span>	<span style="border: 1px solid black; padding: 2px;">05/27/1971</span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; padding: 2px;">MANAGER</span>	<span style="border: 1px solid black; padding: 2px;">100%</span>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input checked="" type="radio"/> No		
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; padding: 2px;"></span>	<span style="border: 1px solid black; padding: 2px;"></span>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

# APPLICATION FOR A TRANSFER OF LICENSE

## 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
APOSTOLOS ITSOU	25 BARN HILL ROAD, BLOOMFIELD, CT 06002	048-66-2444	05/27/1971
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
MANAGER	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

### CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

### 6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

### 6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

### 7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

Dec 17, 2021

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

### 8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

SSGI, LLC

Landlord Phone

(413) 530-1996

Landlord Email

statestreetgroupintl@gmail.com

Landlord Address

71 NORTH RD, PO BOX 203, HAMPDEN, MA 01036

Lease Beginning Date

04/01/2018

Rent per Month

\$2,300.00

Lease Ending Date

03/31/2028

Rent per Year

\$27,600.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

### 9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

APOSTOLOS ITSOU

Phone:

(860) 997-1751

Title:

MANAGER

Email:

pjitsou@SBCglobal.net

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	000.00
B. Purchase Price for Business Assets	185,000.00
C. Other* (Please specify)	13,000.00
D. Total Cost	198,000.00

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
BANK OF AMERICA	\$33,000.00
Total:	\$33,000.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
LARISSA G, LLC	\$165, 000.00	PRIVATE PROMISSORY NOTE	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

CASH FROM BANK OF AMERICA PRIVATE ACCOUNT AND PROMISSORY NOTE TO LARISSA G, LLC (BUSINESS OWNER)

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made? NOT APPLICABLE

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name	APOSTOLOS ITSOU	Date of Birth	05/27/1971	SSN	048-66-2444
Residential Address	25 BARN HILL ROAD, BLOOMFIELD, CT 06002-1622				
Email	pjitsou@SBCglobal.net	Phone	(860) 977-1751		
Please indicate how many hours per week you intend to be on the licensed premises				40+	

### B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?\*

☒ Yes ☐ No \*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
04/2020	03/2021	SALES	CITY LINE DISTRIBUTERS	JEFF WHITE
04/2018	04/2020	SALES	SYSO FOODS	JEFF LAKOTA
04/2007	04/2018	SALES	PFG	MIKE PAGE

### D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature



Date

6-30-22

### 13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

### 13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

### CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

### 13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**13F. TERMS OF AGREEMENT**

- a. Does the agreement provide for termination by the licensee? Yes ☐ No ☐
- b. Will the licensee retain control of the business finances? Yes ☐ No ☐
- c. Does the management entity handle the payroll for the business? Yes ☐ No ☐

d. Management Term Begin Date  e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- ☐ \$ per month/year (indicate amount)
- ☐ % of alcohol sales (indicate percentage)
- ☐ % of overall sales (indicate percentage)
- ☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

Signature:

Title:

Date:

**Management Agreement Entity Officer/LLC Manager**

Signature:

Title:

Date:

On June 22, the election reform law (**VOTES act**) was signed into law. The VOTES act makes many of the changes from the pandemic permanent (i.e., Vote by Mail and Early In-Person Voting). In addition, the assignment of police officers or constables at polling places now requires a vote of the Town Select Board.

### **Vote by Mail**

Effective immediately, early voting by mail must be available for all state elections, state primaries, and presidential primaries. This effects the primary on Sept 6<sup>th</sup> and the state election on Nov. 8<sup>th</sup>.

Early voting by mail is also required for all local elections and preliminaries, unless the city or town opts out. To opt out of Vote by Mail for a local election, the selectmen must hold a public hearing and public roll call vote to NOT allow Vote by Mail no later than 45 days before the date of the election.

### **In-Person Early Voting**

In-person early voting must now be offered for all regular state primaries, state elections, presidential primaries, and special elections and primaries to fill vacancies for U.S. Senate or Congress.

Early voting for state and presidential primaries will begin on the 10th day before the primary and end on the 4th day before the primary. Early voting for the September 6th State Primary will begin on Saturday, August 27th (the same day as the voter registration deadline) and end on Friday, September 2nd.

### **In-Person Early Voting Hours**

The requirements for early voting hours have changed to require weekend hours and set standards for weekday hours. On weekends, the number of hours you must be open depends on the number of registered voters in your community. The required minimum hours for weekends are: 1 day for 4 hours, specifically 9 – 11am and 3 – 5pm. The required weekday early voting hours are: At least 25% of regular business hours (6 hrs).

**Motion:** *To accept the following early voting hours for the primary election on Sept 6<sup>th</sup> to be held in the Town Clerk's office.*

*Sat. Aug. 27<sup>th</sup>: 9-11 & 3-5,*

*Tues. Aug 30<sup>th</sup>: 1-3 pm*

*Wed. Aug 31<sup>st</sup>: 4-6 pm,*

*Thurs. Sept 1<sup>st</sup>: 9-11 am,*

*Fri. Sept 2nd: 3-5 pm.*

**Motion:** *To accept the use of regular polling location at 1 William St (2<sup>nd</sup> floor of town hall) unless in case of an emergency, when the small gym at Mohawk High School would be used. Polling hours are 7am – 8pm regardless of poll location.*

**Motion:** *To hire a minimum number of 1 officers/constables for coverage at town hall voting precinct. To ensure the security of voted ballots after the polls close at 8 pm and until all ballots are tabulated, a minimum of 1 officers/constables shall be assigned to any building in which voting has occurred.*



*We have 3 constables and every effort should be made by the Select Board to secure their schedules for Sept 6<sup>th</sup> and Nov. 8<sup>th</sup>, 7am – 11pm or secure police officers to help with coverage.*

**Motion:** *To hire a minimum number of 2 officers/constables if voting occurs in the Mohawk school gym (emergency location) and classes are in session during polling hour. One for inside the gym and one for outside.*

**Motion:** *to allow the Town Clerk to make 2 Robo calls - 1) early voting 2) election*

**Motion:** *To accept the following warrant for Sept 6<sup>th</sup> election*

**COMMONWEALTH OF MASSACHUSETTS  
WILLIAM FRANCIS GALVIN  
SECRETARY OF THE COMMONWEALTH**

**WARRANT FOR 2022 STATE PRIMARY**

**FRANKLIN, SS.**

To the Constables of the City/Town of Buckland, Massachusetts

**GREETINGS:**

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of said city or town who are qualified to vote in Primaries to vote at: Buckland Town Hall, 1 William St (2<sup>nd</sup> floor), Shelburne Falls, MA 01370

For Ward 0 & Precinct 1

On **TUESDAY, THE SIXTH DAY OF SEPTEMBER, 2022**, from 7:00 A.M. to 8:00 P.M. for the following purpose:

To cast their votes in the State Primaries for the candidates of political parties for the following offices:

GOVERNOR	For this Commonwealth
LIEUTENANT GOVERNOR	For this Commonwealth
ATTORNEY GENERAL	For this Commonwealth
SECRETARY OF STATE	For this Commonwealth
TREASURER	For this Commonwealth
AUDITOR	For this Commonwealth
REPRESENTATIVE IN CONGRESS	SECOND DISTRICT
COUNCILLOR	EIGHTH DISTRICT
SENATOR IN GENERAL COURT	BERKSHIRE, HAMPDEN, HAMPSHIRE & FRANKLIN DISTRICT
REPRESENTATIVE IN GENERAL COURT	FIRST FRANKLIN DISTRICT
DISTRICT ATTORNEY	NORTHWESTERN DISTRICT
SHERIFF	FRANKLIN COUNTY

Hereof fail not and make return of this warrant with your doings thereon at the time and place of said voting.

Given under our hands this 9th day of August, in the year Two Thousand Twenty-Two.

\_\_\_\_\_  
BARRY DEL CASTILHO - Chair

\_\_\_\_\_  
CLINT PHILLIPS - Member

\_\_\_\_\_  
LARRY WELLS - Member

**CONSTABLE'S RETURN**

**FRANKLIN, SS**

Pursuant to the within warrant I have notified and warned the Inhabitants of the Town of Buckland by posting attested copies of same at three public places and at least seven days before the day hereof, as within directed.

CONSTABLE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **SELECT BOARD APPOINTMENTS**

## **TERM**

### **BOARD OF REGISTRARS (three-year term)**

VACANT - assistant for 1-year \*must be unenrolled party

7/01/22-6/30/23

### **CABLE ADVISORY COMMITTEE**

VACANT

7/01/22-6/30/23

### **COUNCIL ON AGING (three-year term)**

JANICE FLEURIEL (filling Tony Jewell's unexpired term)

7/01/22-6/30/23

### **FENCE VIEWER**

VACANT- Melissa Griffin??

7/01/22-6/30/23

### **FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS COUNCIL**

SB Member?

7/01/22-6/30/23

### **FRCOG REGIONAL EMERGENCY PLANNING COMMITTEE**

VACANT

7/01/22-6/30/23

### **FRCOG COOPERATIVE HEALTH OVERSIGHT BOARD**

VACANT

7/01/22-6/30/23

### **HAZARDOUS WASTE COORDINATOR**

VACANT

### **HOUSING FOR THE ELDERLY**

VACANT

### **LIGHTING ADVISORY COMMITTEE**

### **SEWER HOOK-UP INSPECTOR**

Lisa Provencher

7/01/22-6/30/23

### **ZBA ASSOCIATE MEMBERS**

Open

### **McKNIGHT SCHOLARSHIP FUND**

Select Board member

7/01/22-6/30/23

### **PERSONNEL COMMITTEE**

Paula Consolo (Finance Committee Appointee)

Leslie DeGraff-Grinnell (Moderator Appointee)

Patricia Schmidt (Select Board Appointment)

Terms??

### **REGIONAL VOCATIONAL SCHOOL COMMITTEE**

(Three-year term, Moderator's Appointment)

Vacant

APPROPRIATIONS:	ACCOUNT	DESCRIPTION	CURRENT BALANCE	CARRY FORWARD	DEFICIT	RESERVE FUND	YEAR-END TRANSFER
<b>Transfer To:</b>							
Selectboard	001-122-5400	General Expenses	(6,617.00)	(500.00)	(7,117.00)		7,117.00
Treasurer/Collector	001-146-5400	General Expenses	(2,407.00)	0.00	(2,407.00)		2,407.00
Legal	001-151-5400	General Expenses	(332.00)	0.00	(332.00)		332.00
Buildings & Grounds	001-192-5400	General Expenses	(8,525.00)	(14,970.00)	(23,495.00)	10,000.00	13,495.00
Tree Services	001-294-5400	General Expenses	(3,338.00)	0.00	(3,338.00)		3,338.00
Vocational Sch. Trans.	001-320-5434	School Transportation	(994.00)	0.00	(994.00)		994.00
Highway	001-422-5400	General Expenses	118,125.00	(124,102.00)	(5,977.00)		5,977.00
Highway Garage	001-429-5400	General Expenses	(3,813.00)	0.00	(3,813.00)		3,813.00
Veterans' Services	001-543-5400	General Expenses	(393.00)	0.00	(393.00)		393.00
Unemployment	001-913-5400	Payroll Expense	(1,107.00)		(1,107.00)		1,107.00
		<b>TOTALS</b>	<b>90,599.00</b>				<b>38,973.00</b>
<b>SURPLUSES:</b>							
<b>Transfer From:</b>							
Reserve Fund	001-132-5400	Reserve Fund Transfer	10,000.00			(10,000.00)	
Snow & Ice	001-423-5400	General Expenses	20,914.00				(14,500.00)
Street Lighting	001-424-5400	General Expenses	8,601.00				(5,700.00)
Transfer Station	001-433-5400	General Expenses	10,111.00				(6,700.00)
Health Insurance	001-914-5400	Employee Benefits	17,941.00				(12,073.00)
		<b>TOTALS</b>	<b>67,567.00</b>				<b>(38,973.00)</b>
		<b>NET</b>				<b>0.00</b>	<b>0.00</b>

APPROVED:

SELECT BOARD, CHAIR \_\_\_\_\_ DATE: \_\_\_\_\_

FINANCE COMMITTEE, CHAIR \_\_\_\_\_ DATE: \_\_\_\_\_

CHANGE ORDER

Order No.: 2

Date: June 24, 2022

Agreement Date: March 31, 2021

NAME OF PROJECT: Ashfield Street Improvement Project

OWNER: Town of Buckland

CONTRACTOR: A. Martins & Sons, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

- 1.) Additional work done by the contractor (see attached letter for descriptions of work).
- 2.) Asphalt Escalation adjustment.

The CONTRACT PRICE due to this CHANGE ORDER will be increased by: \$ 4,906.83

Original CONTRACT PRICE: \$ 689,645.75

The adjusted CONTRACT PRICE due to all previous CHANGE ORDERS to date: \$ 707,195.75

The adjusted CONTRACT PRICE including this CHANGE ORDER: \$ 712,102.58

The CONTRACT TIME will not be increased.

The date for completion of all work is June 1, 2022.

Requested by: A. Martins & Sons, Inc.

Recommended by: Michael J. Carter Date: 06/29/2022  
(GCG Associates, Inc.)

Accepted by: Shirley J. Greening Date: 7/25/22  
(Grant Admin.)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Owner)

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

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

**GCG ASSOCIATES, INC.**

PROFESSIONAL CIVIL ENGINEERS AND LAND SURVEYORS  
84 Main Street  
Wilmington, Massachusetts 01887

---

Phone: (978) 657-9714  
Fax: (978) 657-7915

June 24, 2022

Heather Butler, Town Administrator  
Town of Buckland  
17 State Street  
Shelburne Falls, MA 01370

Re: Ashfield Street Improvement Project  
Change Order 2

Ms. Butler,

GCG Associates, Inc. has prepared the attached change order for the Ashfield Street Improvement Project. The need for the change order is to adjust the price of the contract due to the additional work the contractor performed.

Change Order Items:

- Repointing stone wall in front of #2 Ashfield Street. \$3,465.00
- Raising and Adjusting SMH on Ashfield Street for construction on Conway Street. \$1,000.00
- Asphalt adjustment for Binder Paving. \$120.44
- Asphalt adjustment for Surface Paving. \$321.39

We have found the above prices fair and reasonable for additional work required for the various items. The total change in contract price is increased by \$4,906.83 from this change order.

Should you have any questions on this submission or require any additional information, please do not hesitate to contact our office at (978) 657-9714.

Respectfully Submitted,  
GCG Associates, Inc.

*Michael J. Carter*

Michael J. Carter, PE  
President

**TOWN OF BUCKLAND  
MASSACHUSETTS**



August 9, 2022

Via Email ([dtc.efiling@mass.gov](mailto:dtc.efiling@mass.gov))

Ms. Shonda Green, Department Secretary  
Department of Telecommunications and Cable  
1000 Washington Street, Suite 6  
Boston, MA 02118-6500

Re: Motion for Extension of Time to File Preliminary Assessment of Denial

Dear Ms. Green:

The Town of Buckland voted on August 9, 2022 to preliminarily deny Comcast's renewal cable license proposal. The current license is set to expire on August 13, 2022.

The parties continue to cooperate and to progress towards an agreement, and most recently met on March 15. Town operations have been hindered by the impacts of the pandemic. While there remain terms that may not be resolved by August 13, the Town is confident that all of these terms can be resolved given sufficient time to continue conversations with Comcast.

Therefore, the Town hereby requests a 120-day extension of time to file its preliminary assessment of denial, to February 13, 2023. Comcast has given its assent to this extension request.

Thank you for your attention to this matter.

Sincerely,

Barry Del Castilho, Chair  
Town of Buckland Select Board

**CERTIFICATE OF SERVICE**

I, Pamela Guyette, hereby certify that on August 10, 2022, I served a copy of the Motion for Extension of Time to File Preliminary Assessment of Denial upon the following party, via electronic mail:

Eileen Leahy  
[Eileen\\_Leahy@comcast.com](mailto:Eileen_Leahy@comcast.com)

Pamela Guyette, Administrative Assistant

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE TOWN OF BUCKLAND  
AND  
THE TOWN OF SHELBURNE  
REGARDING SHARED POLICE CHIEF SERVICES**

STATEMENT OF PURPOSE: This Memorandum of Agreement (“MOA”) confirms that the Town of Buckland, MA (“Buckland”) and Town of Shelburne, MA, (“Shelburne”), or collectively, “the Towns”, shall enter into an Agreement, under which Shelburne will provide shared police chief services in and for Buckland. The Towns intend this agreement to supersede and replace a previous agreement dated April 1, 2022 between the Town of Buckland and Gregory Bardwell.

It is the intention of the Select Board of both Towns to allow this MOA to serve as an opportunity to further evaluate shared police services and its complexities to achieve a long-term agreement between the Towns. Accordingly, Town of Buckland agrees that Shelburne will provide Shared Police Chief services for Buckland effective August \_\_, 2022 and continuing to June 30, 2023 under the following general terms and conditions:

1. The Town of Shelburne shall provide Shared Police Chief services for the Town of Buckland’s Police Department as described in the Town of Shelburne’s Position Description Chief of Police. For the duration of this MOA, Chief Bardwell will remain an exempt employee of the Town of Shelburne for all matters including disciplinary matters; providing approximately twenty (20) hours of services to the Town of Buckland and approximately twenty (20) hours of service to the Town of Shelburne. Both Towns acknowledge the allocation of the Chief’s time may vary from week to week.
2. For and in consideration of the performance of administrative police services hereunder, Buckland shall pay Shelburne \$5,500 per month. Buckland will pay Shelburne on the first day of each month.
3. The Towns of Buckland and Shelburne and their respective officials will communicate and work cooperatively to administer this MOA so as to fulfill its purpose and achieve the goals outlined in the FY’21 Efficiency & Regionalization Grant.
4. The Towns of Buckland and Shelburne intend that this MOA be construed and interpreted so as to provide all authority necessary for the Shelburne Police Chief to perform and discharge the duties of a Massachusetts Police Chief in and for the Town of Buckland.
5. Each Town shall provide adequate insurance coverage including but not limited to Chapter 41, 111F and police liability insurance.
6. The Towns agree to monitor the costs of providing services under this MOA and review after three (3) months unless each Town acknowledges in writing that the terms remain acceptable. If such a review occurs, the Towns will agree to work cooperatively to make any necessary adjustments.



7. This MOA shall remain in effect from August \_\_\_\_, 2022 until June 30, 2023, subject to the right of the Towns to terminate the MOA upon ninety (90) days' prior notice, given in writing, by U.S. mail or courier or delivery service, and addressed as follows: if to Buckland: Select Board, Town Offices, 17 State Street, Shelburne Falls, MA 01370; if to Shelburne: Select Board, Town Offices, 51 Bridge Street, Shelburne, MA 01370.

TOWN OF BUCKLAND

TOWN OF SHELBURNE

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

\_\_\_\_\_ date \_\_\_\_\_

## **Attachment A**

Duties to be provided by the Town of Shelburne to the Town of Buckland

Payroll and Detail Billing

Accounts Payable and Budget Oversight

Patrol and Detail scheduling

Monthly Reports to Buckland Selectboard

Firearms Licensing

Sex Offender Registration

Officer Training, Management & Supervision

Buckland Police Station Maintenance / Scheduling Building Services

Attend weekly Covid task force meeting, as requested

Attend Selectboard Meetings, as requested

Monitoring and reporting on the status and progress of Buckland Police personnel in compliance with the Massachusetts Police Reform Law of 2020

Provide and administer all other services as authorized by the Franklin County Mutual Aid Agreement dated June 6, 2004

## SECTION 00500

### AGREEMENT

THIS AGREEMENT, made this ninth day of August, 2022, by and between the party of the first part, the **Town of Buckland**, hereinafter called "OWNER," acting herein through its **Selectboard**, and the party of the second part, **Wesfield Construction Co. Inc.** doing business as a corporation located in the Town of West Chesterfield, County of Cheshire, and State of New Hampshire, 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: **Buckland Recreation Area Pool Facility, consisting of a new, in-ground outdoor swimming pool with secure fence enclosure, one-story bathhouse of approximately 870 square feet, mechanical equipment, accessible parking spaces and pathways, connection to existing water line and existing electrical service, and a new on-site wastewater treatment system, as further described in the drawings and specifications by Kuth Ranieri Architects dated 12 May, 2022, and all subsequent addenda**, hereinafter called the Project, for the sum of **Two Million Sixty-eight Thousand Three Hundred and Twenty-one Dollars (\$2,068,321.00)** and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Owner.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the OWNER.

The CONTRACTOR further agrees to substantially complete the project within **300** consecutive calendar days of the date of the notice to proceed.

The CONTRACTOR agrees not to discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age or national origin; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

The CONTRACTOR agrees not to 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.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL CONDITIONS, and to make payments on account thereof as provided in Article 9 of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

**TOWN OF BUCKLAND, MASSACHUSETTS**

(Owner)

By\_\_\_\_\_

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

\_\_\_\_\_  
(Title)

**CONTRACTOR: WESFIELD CONSTRUCTION CO. INC.**

By\_\_\_\_\_

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

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
(City and State)

Approved as to Form:

By\_\_\_\_\_  
(Owner's Counsel)

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  
(Secretary of the Corporation)

and acting Secretary of \_\_\_\_\_ and I further certify that a meeting of the  
(Name of Corporation)  
Directors of said Company, duly called and held on \_\_\_\_\_, at which  
(Date of Meeting)

all Directors were present and voting, the 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)

**CERTIFICATIONS REQUIRED BY LAW  
FOR PUBLIC CONSTRUCTION CONTRACTS**

**You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.**

**TAX COMPLIANCE**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named 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.

---

**NON-COLLUSION**

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

---

**PUBLIC CONTRACTOR DEBARMENT**

The undersigned certifies under penalty of perjury that the below named contractor 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.

---

**OSHA TRAINING**

Pursuant to G.L. c. 30, §39S, the Contractor hereby certifies under penalties of perjury as follows:

- (1) Contractor is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
- (2) 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 they shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and
- (3) All employees to be employed in the work subject to this contract have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

**COMPLETE AND SIGN BELOW:**

\_\_\_\_\_  
Authorized Person's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title of Signatory

\_\_\_\_\_  
Name of Contractor

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Name of Contractor)

a \_\_\_\_\_ hereinafter called "Principal" and  
(Corporation, Partnership, Joint Venture or Individual)

\_\_\_\_\_ of \_\_\_\_\_, State of \_\_\_\_\_  
(Surety) (City & State)

\_\_\_\_\_ 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 Buckland, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 entered into a certain contract with the Owner, dated the ninth day of August, 2022 (the "Construction Contract"), for the construction described as follows:

**Buckland Recreation Area Pool Facility, consisting of a new, in-ground outdoor swimming pool with secure fence enclosure, one-story bathhouse of approximately 870 square feet, mechanical equipment, accessible parking spaces and pathways, connection to existing water line and existing electrical service, and a new on-site wastewater treatment system, as further described in the drawings and specifications by Kuth Ranieri Architects dated 12 May, 2022, and all subsequent addenda.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction 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 he shall satisfy all claims and demands incurred under the Construction 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 to 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 Construction 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 Construction 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 Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

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 the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Owner, in a manner and at such time as the Owner shall decide, for all costs and expenses incurred by the Owner in performing and completing the work of the Construction 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 Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or 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 Construction 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 Construction Contract or to the work or to the specifications.



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
_____	By	_____
(Principal Secretary)		_____
		_____
		_____
		(Address-Zip Code)

\_\_\_\_\_ (SEAL)  
Witness as to Principal  
\_\_\_\_\_  
\_\_\_\_\_  
(Address-Zip Code)

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)
		_____
		_____
		(Address-Zip Code)

\_\_\_\_\_ (SEAL)  
Witness as to Surety  
\_\_\_\_\_  
\_\_\_\_\_  
(Address-Zip Code)

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

**SECTION 00620**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_

\_\_\_\_\_, a \_\_\_\_\_  
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and \_\_\_\_\_ of \_\_\_\_\_,  
(Surety)

State of \_\_\_\_\_ hereinafter called the "Surety" and licensed by the State  
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Buckland, Massachusetts, hereinafter called "Owner", in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) 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 entered into a certain contract with the Owner, dated the ninth day of August, 2022, for the construction described as follows:

**Buckland Recreation Area Pool Facility, consisting of a new, in-ground outdoor swimming pool with secure fence enclosure, one-story bathhouse of approximately 870 square feet, mechanical equipment, accessible parking spaces and pathways, connection to existing water line and existing electrical service, and a new on-site wastewater treatment system, as further described in the drawings and specifications by Kuth Ranieri Architects dated 12 May, 2022, and all subsequent addenda.**

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, coal and coke, 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.

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:

_____	By	_____ Surety
		_____ (Attorney-in-Fact)
		_____ (Address-Zip Code)
_____ Witness as to Surety	(SEAL)	
_____		
_____ (Address-Zip Code)		

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

**SECTION 00700**

**GENERAL CONDITIONS**

Use AIA A201 (2017 edition) as attached in Attachment B

## **SECTION 00750**

### **SUPPLEMENTARY CONDITIONS**

#### **TOWN OF BUCKLAND BUCKLAND RECREATION AREA POOL FACILITY PROJECT**

### **SUPPLEMENTARY CONDITIONS**

Amending the General Conditions of the Contract for Construction  
AIA Document A201 (2017 edition)

#### **I. SUPPLEMENTARY CONDITIONS**

The following addendum supplements, modifies, deletes and/or adds to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

#### **II. MODIFICATIONS TO VARIOUS ARTICLES OF THE AIA CONDITIONS**

##### **ARTICLE 1 GENERAL PROVISIONS**

- 1.1.1 In the first sentence, delete “are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and” after “The Contract Documents”.

Insert “between the Owner and Contractor (hereinafter the Agreement)” after “consist of the Agreement”.

In the last sentence:

Delete “Unless specifically enumerated in the Agreement”.

Delete “not” after “Contract Documents do”.

Delete “other” after “sample forms,”.

Delete “or” after “or proposal,” and insert “and”.

Delete “bidding or proposal requirements” after “relating to” and insert “those documents.”

- 1.1.8 Delete “Claims” and insert “claims”.

Delete “and shall not be liable for results of interpretations or decision rendered in good faith.”.

- 1.2.1.2 Add to the end of the sub-section:

All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

1.2.1 Add to the end of the sentence:

, except that the performance of filed sub-trade work shall comply with the provisions of chapter 149 of the General Laws of the Commonwealth of Massachusetts. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.4 Add the following new sub-sections 1.2.4 to 1.2.11 as follows:

-1.2.11

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

§ 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

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

§ 1.2.8 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence. A copy of the drawings shall be submitted to the Architect, and the Contractor shall revise and resubmit the drawings if so directed by the Architect.

§ 1.2.9 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.5 before the Work is roughed in; Work installed

without such information from the Architect shall be relocated at the Contractor's expense.

§ 1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architects in the design of the Project or Work. The Owner does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 3.7.4.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified. Owner provided drawings showing existing conditions or construction are based on available documents and are not guaranteed to show actual existing conditions.

1.5.1 Delete 1.5.1 and replace as follows:

**§ 1.5.1** All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

1.8 Delete "using or relying on party's" in Section 1.8 and replace with "Contractor's"

## ARTICLE 2 OWNER

2.1.2 Delete sub-section 2.1.2.

2.2.1 - Delete subsections 2.2.1 through 2.2.4  
2.2.4

2.3.5 Delete the last sentence.

2.3.6 Add to the end of the sub-section as follows:

All additional copies will be furnished upon request at the cost of reproduction.

2.4 Delete from the last sentence " , except to the extent required by Section 6.1.3" and add as follows:

The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. The Contractor shall remain responsible for maintaining the progress of the Work and shall not be entitled to any increase in the Contract Sum or Contract Time. The Contractor shall be responsible for all costs incurred by the Owner attributable to such an order to stop the Work.

2.5 Add to the end of the section as follows:

The rights of the Owner hereunder are in addition to any other rights set forth in the Contract Documents or available at law or in equity.

### ARTICLE 3 CONTRACTOR

3.2.1 Delete “generally” after “the site, become”.

Add to the end of the sub-section as follows:

The Contractor shall not be entitled to any change in the Contract Time or Contract Sum on account of its failure, or that of any Subcontractor, to comply with the foregoing requirements.

3.2.2 Delete the beginning of the second sentence as follows:

These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however,

Delete the last sentence and replace as follows:

If the Contractor performs any construction activity that it knows or should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear responsibility for the costs of any required correction.

3.2.3 Delete “not” after “Contractor is”.

Delete “, but” after “public authorities” and create new sentence beginning with “The Contractor shall promptly”.

3.2.4 Delete “claims” after “the Contractor shall submit” and insert “a claim”.

Delete the last sentence.

3.2.5 Add new sub-section 3.2.5 as follows:

§ 3.2.5 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Owner.

3.3.1 Add to the end of the first sentence as follows:

which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty



and location. The Contractor shall adequately staff the Project to properly and thoroughly manage, schedule and supervise all construction activities.

3.3.2 Add the last sentence as follows:

This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

3.4.3 Add to the end of the second sentence as follows:

, and the Contractor shall ensure that all workers to be employed on the Project have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) of at least 10 hours. The Contractor shall be responsible for maintaining all safety precautions at and around the Project site. On the Owner's request, the Contractor shall permanently remove from the Project site any employee of the Contractor or any Subcontractor who fails to comply with the requirements of the Contract Documents or whose presence or behavior is deemed by the Owner to be adverse to the success of the Project or the Owner's interests.

3.5 Add to the end of the first sentence as follows:

and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements.

Delete the second to last sentence.

3.5.3 Add new sub-sections 3.5.3 to 3.5.9 as follows:

-3.5.9

§ 3.5.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

§ 3.5.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval and request approval of the deviation.

The Architect shall judge the design and appearance of proposed substitutes, and may refuse to approve any substitute which, in the Architect's opinion, would be out of character or otherwise inconsistent with the character or quality of design of the Project.

§ 3.5.5 In informing the Architect of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable in accordance with the Contract Documents. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

§ 3.5.6 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.

§ 3.5.7 The warranty provided in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 3.5.8 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

§ 3.5.9 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

3.6.1 Add new sub-section 3.6.1 as follows:

§ 3.6.1 The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number will be provided by the Awarding Authority to the Contractor.

3.7.2 Add to the end of the sub-section as follows:

If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed and shall comply with any instructions or corrections ordered by the public authority.

3.7.3 Delete “knowing it” after “performs Work” and replace with “it knows or should know”.

3.7.4 Delete sub-section 3.7.4 and replace as follows:

**§ 3.7.4** Concealed or Unknown Conditions. Claims for concealed or unknown conditions shall be governed by Chapter 30, Section 39N of the General Laws of the Commonwealth of Massachusetts, as amended.

3.7.5 Delete second and last sentences.

3.8 Delete section 3.8 in its entirety.

3.9.1 In the first sentence:

Insert “, in accordance with the Contract Documents,” after “shall employ”.

Insert “at all times” after “the Project site”.

3.9.4 Add new sub-sections 3.9.4 and 3.9.5 as follows:

-3.9.5

§ 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.9.5 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

3.10.1 In the first sentence delete “promptly” after “The Contractor” and replace with “within twenty (20) days”.

In the second sentence, insert “or as requested by the Architect” after “conditions of the Work and Project”.

Add to the end of the sub-section as follows:

The construction schedule shall be in such form and contain such information as the Architect and Owner require. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

3.10.3 Add to the end of the sub-section as follows:

The Contractor's compliance with the construction schedule is a material obligation of the Contract.

3.10.4 Add new sub-sections 3.10.4, 3.10.5, and 3.10.6 as follows:

-3.10.6

§ 3.10.4 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the

Owner of any delays or potential delays. The construction schedule shall be updated every month (or more frequently if requested by the Owner) to reflect actual conditions (such updates are sometimes referred to in these General Conditions as "progress reports"). In the event any progress report indicates delays in achievement of any milestone date set forth in such schedule, the Contractor shall propose in written form an affirmative plan (the "Recovery Schedule") to correct the delay, including overtime and/or additional labor, if necessary, which Recovery Schedule shall indicate the date by which the progress of the Work will comply with the construction schedule, and shall be subject to the approval of the Owner and the Architect. In no event shall any progress report or Recovery Schedule constitute an adjustment in the construction schedule, Contract Time or any milestone date unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 In the event (i) that the performance of the Work, as of a milestone date, has not progressed or reached the level of completion required by the construction schedule, and (ii) the progress of the Work is not brought back into compliance with the construction schedule on the date proposed by the Recovery Schedule, or the Contractor otherwise fails to comply with the Recovery Schedule, the Owner shall have the right to order the Contractor to take corrective measures to expedite the progress of the Work, including, without limitation, (1) supplying additional manpower, equipment, and facilities, (2) working additional shifts or overtime, (3) working additional days, and (4) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

§ 3.10.6 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by the Owner under or pursuant to Section 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to Section 3.10.5 as frequently as reasonably necessary to ensure that the Contractor's performance of the Work complies with the milestone dates set forth in the construction schedule.

3.12.6 Add to the end of the sub-section as follows:

By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.10 Add to the end of the last sentence as follows:

, except as provided in Section 3.2.

3.12.10.2 Add to the end of subsection 3.12.10.2 the following:

When professional certification of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials, systems or equipment.

3.13 Add to the end of the section as follows:

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Owner shall not be liable to the Contractor, the Subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

3.15.1 Add "site" to the end of the second sentence.

3.15.2 Add to the end of the sentence as follows:

, and may deduct all costs thereof from any payment due the Contractor.

3.16 Insert ", Owner's representatives" after "provide the Owner".

3.18.1 Delete the first sentence and replace as follows:

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

#### ARTICLE 4 ARCHITECT

4.1.2 In the first sentence delete ", Contractor" after "consent of the Owner".

In the second sentence insert "of the Owner" after "Consent".

4.1.3 Delete sub-section 4.1.3.

4.2.3 In the first sentence delete "reasonably" after "will keep the Owner".

4.2.4 Delete the second sentence.

4.2.10 Delete sub-section 4.2.10.

4.2.11 Add to the end of the sub-section as follows:

The parties agree that the Architect's duties under this subparagraph shall be governed by Chapter 30, Section 39P of the General Laws of the Commonwealth of Massachusetts, as amended.

4.2.12 Delete the second sentence.

## ARTICLE 5 SUBCONTRACTORS

5.2.1 Delete the last sentence.

5.2.2 In the second sentence insert "and legally permissible" after "has made reasonable".

5.2.3 Delete the last two sentences and replace as follows:

No increase in the Contract Sum or Contract Time shall be allowed for such change.

5.2.4 Add to the end of the sub-section as follows:

The applicable provisions of Chapter 149, Section 44F of the General Laws of the Commonwealth of Massachusetts shall apply to filed sub-bid subcontractors.

5.4.1 In sub-heading .1 delete "Section 14.2" and replace with "Article 14".

Add new sub-heading .3 as follows:

**.3 The Owner may further assign the subcontract to a successor contractor or other entity.**

Delete last sentence of sub-section.

5.4.2 Delete sub-sections 5.4.2 and 5.4.3.  
-5.4.3

## ARTICLE 6 CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

6.1.1 At the end of the second sentence delete "including those provisions of the Conditions under the Contract related to insurance and waiver of subrogation".

6.1.4 Delete sub-section 6.1.4 and replace as follows:

**§ 6.1.4** The Owner reserves the right to enter any part of the Project site at any time to inspect the Work or to perform other work with its own forces or separate contractors, or to address any emergency situation. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various

parts of the Work and agrees that such placing and installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

6.2.2 Delete the last sentence.

6.2.3 Delete the last sentence.

6.2.5 Delete sub-section 6.2.5.

## ARTICLE 7 CHANGES IN THE WORK

7.2.2 Add new sub-section 7.2.2 as follows:

§ 7.2.2 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as a description and the amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit each estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

7.3.3 Delete the first sentence of the sub-section and replace as follows:

If the Construction Change Directive provides for an adjustment to the Contract Sum, and if the Contract Documents include a unit price for the work that is the subject of such directive, such unit price shall be the basis of the adjustment to the Contract Sum, unless the Owner, in its sole discretion, chooses another method. If, however, the Contract Documents do not include a unit price for such work, the adjustment shall be based on one of the following methods, as selected by the Owner:

In sub-heading .2 delete "stated in the Contract Documents or" after "Unit prices".

7.3.4 Delete first sentence and replace as follows:

If the proposed method of adjustment in the Contract Sum is based on unit prices that are stated in the Contract Documents, such unit prices shall be the basis of any adjustment to the Contract Sum, unless the Owner has chosen another method pursuant to subparagraph 7.3.3. If the proposed method of adjustment is not based on such unit prices and the Contractor objects to the proposed method of adjustment, the Contractor must notify the Architect of such objection in writing within five (5) calendar days from Contractor's receipt of the Construction

Change Directive. Failure to so object will irrevocably waive any such objections and claims on account of such method of adjustment, and the Construction Change Directive shall be deemed and shall constitute a Change Order. If the Contractor does so object, the adjustment to the Contract Sum shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit.

In sub-heading .4 insert “and” after “and insurance,” and delete “, and sales, use or similar taxes related to the Work” after “permit fees”.

Delete sub-heading .5 and replaces as follows:

**.5** A reasonable allowance for overhead and profit.

7.3.6 In the first sentence add after “the Work involved and” as follows:

, within five (5) calendar days from receipt of the Construction Change Directive,”

Insert “by written notice” after “advise the Architect”.

Add to the end of the sub-section as follows:

Failure to so advise the Architect within such 5-day period (1) shall be interpreted as Contractor’s agreement with the proposed method of adjustment; (2) shall constitute an irrevocable waiver of any right of the Contractor to submit a claim on account of the method of adjustment; and (3) shall cause the Construction Change Directive to be deemed and constitute a Change Order.

7.3.7 In the second sentence delete “recorded as” after “immediately shall be” and replace with “deemed and shall constitute”.

7.3.9 Delete the end of the first sentence starting after “Directive to the Owner,” and replace as follows:

amounts for such changes in the Work shall not be included in Applications for Payment. Such amounts shall only be included in an Application for Payment after the adjustment for the Construction Change Directive has been included in a Change Order signed by the Owner and the Contractor.

## ARTICLE 8 TIME

8.2.2 In the first sentence delete “, except by agreement or instruction of the Owner”

8.2.4 Add new sub-sections 8.2.4 and 8.2.5 as follows:

-8.2.5

**§ 8.2.4** Unless specifically required by law, no payment under this Contract shall be due until the construction schedule, required by Section 3.10, and conforming to the requirements of the General Requirements has been accepted by the Architect.

**§ 8.2.5** If the Architect in reviewing any Application for Payment determines that the amount of completed Work in place as certified by the Architect is less than 90% of the Work in place required by the Contractor’s construction schedule or



schedule of values provided for in Section 9.2, or that there have been delays to critical paths and the Contract completion date will not be met, or that, in the Owner's sole discretion, there is reasonable concern that the Work will not be Substantially Complete by the date required in the Contract Documents, the Contractor shall be required to submit a recovery schedule with a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's option, the Contractor shall take some or all of the following actions at no additional cost to the Owner:

- .1 Increase the number of workers on the site, in such quantities and trades as will substantially eliminate the backlog of work;
- .2 Increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate backlog of work; or
- .3 Reschedule activities so that the completion dates initially scheduled will be met.

8.3.1 Insert "(except weather)" after "casualties" and delete "adverse weather conditions documented in accordance with Section 15.1.6.2"

Delete "pending mediation and binding dispute resolution" after "delay authorized by Owner".

Add to the end of the sub-section as follows:

, and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or to any other damages, on account of or in connection with any delay, regardless of the cause of such delay, and Contractor agrees not to make any claim for such damages, including, but not limited, claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

8.3.3 Delete sub-section 8.3.3.

8.3.4 Add new sections 8.3.4 and 8.3.5 as follows:

-8.3.5

**§ 8.3.4** No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

**§ 8.3.5** The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise, except as and to the extent expressly provided in G.L. c. 30, §39N. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

## ARTICLE 9 Payments and Completion

9.1.2 Delete subsection 9.1.2 and replace with the following:

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

9.2 Add to the end of the section as follows:

, and shall be revised if later found by the Architect to be inaccurate. In addition, the Contractor shall submit to the Architect, at least 14 days before the first Application for Payment, a Cash Flow Schedule that shows the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations in the Cash Flow Schedule shall be on the basis of Work in place and shall exclude the value of materials delivered but not in place.

9.2.1 Add new sub-section 9.2.1 as follows:

**§ 9.2.1 The Cash Flow Schedule shall be based on an orderly progression of the Work allowing adequate time for each operation (including adequate time for submission and review of submittals) and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Cash Flow Schedule will be reviewed by the Architect for compliance with the requirements of the Contract Documents. Unless specifically required by law, no payment under this Contract shall be due until the Cash Flow Schedule has been reviewed and approved by the Architect. The Architect's review of the Cash Flow Schedule shall not impose any duty on the Architect or the Owner with respect to the timing, planning, scheduling or execution of the Work. In particular if the Contractor proposes a Cash Flow Schedule indicating a date of Substantial Completion which is earlier than the Contract Time the Contractor shall not be entitled to additional payment or compensation of any kind if for any reason the full Contract Time is required to achieve Substantial Completion of the Work.**

9.3.1.1 Delete sub-section 9.3.1.1.

9.3.2 Add to the end of the sub-section as follows:

The Owner may deduct the amount of such costs from payments due the Contractor.

9.4.1 Insert at the beginning of the first sentence as follows:

Subject to the Contractor's compliance with Section 9.3 and the provisions of Section 9.6,

9.5.1 Add new sub-headings .8, .9, .10, .11, and .12 as follows:

.8 failure of the Contractor or mechanical or electrical trade subcontractors to comply with requirements of the General Requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition;  
.9 failure of the Contractor to provide required warranties under Section 9.3, claims for direct payment, or reasonable evidence indicating probable filing of such claims;  
.10 costs incurred by the Owner under Section 10.2.5; or  
.11 failure of the Contractor to submit prerequisite documentation required by the General Requirements.

9.5.2 Delete "Claim" and replace with "claim".

9.5.3 Delete sub-section 9.5.3.

9.6.4 Delete "If the Contractor fails to furnish such evidence within seven days," from the beginning of the second sentence.

9.6.5 Delete sub-section 9.6.5.

9.6.7 Delete sub-section 9.6.7.

9.6.9 Add new sub-section 9.6.9 as follows:

§ 9.6.8 Notwithstanding the provisions of Section 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

9.7 Delete section 9.7.

9.8.1 Add to the end of the sub-section as follows:

In addition, Substantial Completion for the entire Project shall be achieved only when: (1) the Owner has beneficial occupancy and use of the entire Project for all its intended uses; (2) all Project systems included in the Work are operational and acceptable to the Owner; (3) all governmental inspections for the Project have been successfully completed, all governmental approvals and related paperwork have been delivered to the Owner, and final and unconditional certificates of occupancy for the entire Project have been delivered to the Owner, (4) the only remaining Work to be performed is minor in nature and the remaining Work may reasonably be performed without having a material adverse effect on or materially interfering with the Owner's occupancy and use of the Project and (5) all prerequisites to Substantial Completion defined in the Contract Documents have been completed.

9.8.2 Add to the end of the first sentence as follows:

together with the estimated value of completing or correcting such items (the "Punchlist") and (2) the permits and certificates referenced in Section 13.5. The Architect shall have the right to modify and supplement the Punchlist, including the estimated value of completion or correction.

9.8.5 Delete sub-section 9.8.5 and replace as follows:

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor by the Architect. The certificate shall state the date of substantial completion, shall state any consequent responsibilities of the Contractor and the Owner in accordance with the Contract Documents. The Contractor shall complete and correct any incomplete and defective work within forty-five (45) calendar days from the date of Substantial Completion

9.8.6 Add new sub-section 9.8.6 as follows:

**§ 9.8.6** Services provided by the Architect to conduct more than three (3) inspections of completed Work and any inspections beyond sixty (60) days after the date of substantial completion of any portion of the Work as stated in the Agreement shall be paid by the Contractor to the Owner. The Owner may deduct the cost of such services and inspections from payments due the Contractor.

9.9.1 Delete the end of the first sentence starting after “Work at any stage”.

Delete the second sentence and replace as follows:

Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner has accepted in writing the responsibilities assigned to it and the Contractor for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance.

Delete the second to last sentence.

9.10.1 Add to the end of the sub-section as follows:

By Final Completion, the Contractor shall have completed its performance of all Punchlist items, completed all balancing of mechanical and other applicable systems and all seasonal system adjustments that are reasonably necessary to proper functioning of the completed Project, delivered to the Owner all operations and maintenance manuals and completed related training for such manuals, and delivered to the Owner all required warranties and guarantees.

9.10.3 Delete sub-sections 9.10.3 and 9.10.4.  
-9.10.4

9.10.5 Insert “for payment for Work performed and of all other claims of which the payee knew or should have known at the time of final payment,” after “claims by that payee”

9.10.6 Add new sub-section 9.10.6 as follows:

**§ 9.10.6** Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2.1 Add new sub-heading .4 as follows:

.4 work or property of the Owner, its tenants, or other parties at or near the Project site with the Owner's permission.

10.2.5 At the beginning and end of the first sentence:

Delete "and" after "10.2.1.2".

Insert "and 10.2.1.4" after "10.2.1.3".

Delete the second sentence in its entirety.

10.2.9 Add new sub-sections 10.2.9, 10.2.10, 10.2.11, 10.2.12, and 10.2.13 as follows:

-10.2.13

§ 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.10 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The use of the permanent heating and/or ventilation systems for temporary heat and/or ventilation shall be subject to the prior written approval of the Owner and Architect.

§ 10.2.13 [G.L. c.149, §44F(1)] The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31.

10.3.1 Delete the second sentence and replace as follows:

The Contractor shall not cause or permit any introduction onto, under, or near the Owner's property of any hazardous materials or substances as defined by any applicable law, and shall not cause or permit any release, discharge, transportation, storage, or disposal of such materials or substances onto, under, or near the Owner's property or areas near the Owner's property. If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to

remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

10.3.2 Delete sub-sections 10.3.2, 10.3.3, and 10.3.4.

10.3.5 Delete the remainder of the sentence starting after “obligations under” and replace as follows:

Article 10 or for any violation of applicable law related to the Contractor’s noncompliance with the provisions of this Article 10.

10.3.6 Delete sub-section 10.3.6.

10.3.7 Add new sub-section 10.3.7 as follows:

**§ 10.3.7** The parties anticipate that certain hazardous substances and/or materials may be discovered at the site. When such conditions are set forth in the Contract Documents, the Contractor acknowledges that such conditions have been considered in establishing the Contract Time and Contract Sum. No extension of the Contract Time or increase in the Contract Sum shall be claimed or allowed with respect to any hazardous substances or materials located at the site which were disclosed in the Contract Documents. The Contractor shall strictly comply with all laws, regulations, rules, orders, ordinances and the like related to the excavation, storage, removal and disposal of any such hazardous substances or materials.

## ARTICLE 11 INSURANCE AND BONDS

11.1.1 In the last sentence insert “the Owner’s Project Manager,” after “The Owner,”.

Add the following new paragraphs to the end of Section 11.1.1:

The insurance required by this Agreement shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and any further period during which coverage is required to be maintained after final payment by the Contract Documents. The Owner shall be named an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Massachusetts. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

11.1.2 Delete subsection 11.1.2 and replace with the following:

§11.1.2 Contractor shall provide Performance and Payment Bonds, each in the amount of 100% of the Contract Price, and each by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and acceptable to the Owner. The attorney-in-fact who signs the bonds on behalf of the surety, must affix to each bond a certified and current copy of the power of attorney. The Performance and Payment Bonds shall be written in a form satisfactory to the Owner.

11.1.5 Add new sub-section 11.1.5:

§ 11.1.5 In no case shall the limits of liability be less than the following:

Contractor's Commercial General Liability

Bodily Injury &	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 general aggregate, per project

This policy shall include coverage relating to explosion, collapse, and underground property damage if blasting operations constitute part of the Work to be performed under this Contract.

Vehicle Liability

The Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

Combined Single Limit:           \$2,000,000.00

Worker's Compensation

The Contractor shall provide the following coverage in accordance with M.G.L. c. 149, sec. 34A and M.G.L. c. 152 as amended, unless a higher coverage is specified below:

Part One	Provide Statutory Minimum
Employer's Liability	\$1,000,000.00 each accident
Part Two	\$1,000,000.00 disease per employee
	\$1,000,000.00 disease policy aggregate

Umbrella Liability Coverage           \$5,000,000 All Limits

**11.1.3.1** The Contractor shall be responsible for having acceptable insurance coverage provided by or on behalf of all Subcontractors, with such insurance to be similar to that required of the Contractor under the Agreement and these General Conditions. The Contractor shall not allow any Subcontractor to commence Work on the Project prior to the Contractor's receipt of certificates of insurance that are acceptable in form and limits to the Owner; the Owner shall have no obligation to pay the Contractor for any Work performed by a Subcontractor who has not supplied acceptable insurance certificates prior to starting its Work. The Owner shall be named an additional insured on all such certificates.

11.1.3.2 All insurance policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All

required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner and other specified additional insureds for liability arising out of or resulting from the Contractor's operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

11.2 Delete section 11.2 and replace as follows:

§ 11.2 OWNER'S LIABILITY INSURANCE

The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

11.2.1 Delete sub-section 11.2.1 and replace as follows:

§ 11.2.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Owner shall be named insured within the policy.

11.2.3 Delete sub-section 11.2.3.

11.3 - Delete Section 11.3 and replace as follows:

Contractor waives all rights against (1) the Owner; (2) the Architect and Architect's consultants; and (3) the Owner's Project Manager and Owner's Project Manager's consultants for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project. The Contractor shall require similar written waivers in favor of the individuals and entities identified above from the Contractor's subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.



11.4 – Delete Section 11.4 in its entirety

11.5.1 Delete the first sentence.

11.5.2 Delete sub-section 11.5.2

11.6.11 Add new sub-section 11.6.1 as follows:

§ 11.6.11 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.2.1 Add to the end of the sub-section as follows:

The Contractor shall bear the cost of any loss or damages to the Owner resulting from such failure or defect.

12.2.2.1 Delete the third sentence.

Add to the end of the sub-section as follows:

If the correction or repair of any of the Work is required to avoid impacts to the maintenance, operation or safety of any portion of the Project site or the Owner's property, the Owner reserves the right to undertake the repairs prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's rights under the warranties and the Owner's right to correct work under Section 2.4.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Delete the words "by the law of", and insert the words "Commonwealth of Massachusetts" at the end of the sentence as revised.

Delete the second sentence.

13.2.1 In the second sentence delete "Except as provided in Section 13.2.2".

13.2.2 Delete sub-section 13.2.2.

13.4.4 Delete sub-section 13.5.4 and replace as follows:

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of

such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

13.7.1 Add new sub-section 13.7.1 as follows:

**§ 13.7.1** It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitation and repose. Any cause of action which the Owner may have on account of such failure shall be deemed to accrue only when the Owner has obtained actual knowledge of such failure, not before.

13.8 Add new section 13.8 as follows:

**§ 13.8 LIMITATION OF LIABILITY**

§ 13.8.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

13.9 Add new section 13.9 as follows:

**§ 13.9 DEFENSE OF SUITS**

§ 13.9.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

§ 13.9.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.9.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

**ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1.1 Insert in the beginning of the first sentence as follows:

Provided that the Contractor is not in breach of any of its obligations under the Contract,

Delete sub-headings .1, .2, and .4.

14.1.2 Delete sub-section 14.1.2.

14.1.3 Delete sub-section 14.1.3 and replace as follows:

§ 14.1.3 If one of the above reasons exists, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

14.1.4 Delete sub-section 14.1.4.

14.2.1 Delete “repeatedly” from the beginning of sub-headings .1 and .3.

Insert new sub-headings .4 and .5 after sub-heading .3 as follows:

**.4 becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors.**

**.5** submits three successive Applications for Payment, each of which indicate that the actual Work completed is less than 90 percent of the values estimated in the construction schedule (submitted by the Contractor pursuant to Section 3.10.1) to be completed by the respective dates.

14.2.2 In the first sentence delete “, and upon certification by the Architect that sufficient cause exists to justify such action,”.

Delete the second sentence of sub-heading .3.

14.2.4 In the first sentence:

Insert “all costs and losses incurred by the Owner on account of the Contractor's failure to comply with the Contract Documents and” after “the Work, including”.

Insert “and Owner's Project Manager's” after “for the Architect's”.

Delete the last sentence of the sub-section and replace as follows:

The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

14.3.2 Insert “, subject to compliance with the conditions of Section 8.3.” at the end of the first sentence.

Delete the second sentence.

14.4.2 In sub-heading .3 delete “and” after “all existing contracts” and replace with “except for subcontracts, if any, that Owner elects to assume, terminate all”

14.4.3 Delete sub-section 14.4.3 and replace as follows:

§ 14.4.3 In the event that the Contract is terminated for the Owner's convenience, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work properly performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest. The Contractor shall not be entitled to payment for overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

15.1.1 Delete sub-section 15.1.1 and replace as follows:

### § 15.1.1 DEFINITION

The word "Claim" shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word "Claim" shall not include claims by the Owner. The Owner may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

15.1.2 Delete subsection 15.1.2

15.1.3 Delete sub-section 15.1.3 and replace as follows:

### § 15.1.3 NOTICE OF CLAIMS

Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect and the Owner. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any.

15.1.3.2 Delete subsection 15.1.3.2

15.1.4 Delete "Section 9.7 and" after "as provided in".

15.1.4.2 Delete subsection 15.1.4.2

15.1.6.1 In the second sentence delete "of cost and" after "include an estimate".

15.1.6.2 Delete sub-section 15.1.5.2.

15.1.7 Delete sub-section 15.1.7.

15.2.1 Delete the capitalized word, "Claim," and replace with lower-case word, "claim," in the first and fourth sentences.

In the third sentence:

Delete “mediation” after “condition precedent to” and replace with “litigation”.

15.2.2 Delete sub-section 15.2.2 and replace as follows:

§ 15.2.2 The Initial Decision Maker will review Claims and within 30 days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) notify the Contractor that the Initial Decision Maker requires additional time to resolve the Claim; and/or (3) reject the Claim in whole or in part.

15.2.3 Delete the last sentence.

15.2.4 Delete sub-section 15.2.4 and replace as follows:

§ 15.2.4 If the Architect requests the Contractor to furnish additional supporting data in connection with a Claim, the Contractor shall provide such data within ten (10) calendar days of such request. If the Contractor is of the opinion that it is impossible to provide such data within such time, the Contractor shall notify the Architect of such opinion in writing within such ten-day period. If the Architect determines that it is impossible for such data to be provided within such ten-day period through no fault of the Contractor, the Contractor shall provide such data within 30 calendar days of the Architect's request, unless the Architect fixes another date, in which case the data must be submitted by the date so fixed. Failure of the Contractor to provide such data within the time prescribed herein shall result in the irrevocable waiver of the Claim.

15.2.5 Delete the last sentence and replace as follows:

The rejection of a claim by the Architect and any decisions of the Owner with respect to the same, and the interpretations by the Architect of the plans, drawings and specifications, shall be final and binding on the Contractor in accordance with Section 39J of Chapter 30 of the Massachusetts General Laws.

15.2.6 Delete sub-section 15.2.6 in its entirety.

15.2.7 Delete the capitalized word, “Claim,” and replace with lower-case word, “claim,” in the first and second sentences.

15.2.8 Delete sub-section 15.2.8.

15.3 Delete sections 15.3 and 15.4 in their entirety.

-15.4

814714/BUCK/0001

**SECTION 00800**  
**SPECIAL CONDITIONS**

1. Introduction
2. Prevailing Wage Rates
3. Insurance Requirements
4. Project Performance Period

SECTION 00850 - Incorporation of Applicable Provisions of the Massachusetts General Laws

Attachment A - Wage Rates and Certificate of Compliance

### **§ SC 1.1 INTRODUCTION**

The following provisions modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### **§ SC 2.1 PREVAILING WAGES**

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Commissioner of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

### **§ SC 3.1 CONTRACTOR'S LIABILITY INSURANCE**

In no case shall the limits of liability be less than the following:

#### Contractor's Commercial General Liability

Bodily Injury &	\$1,000,000.00 each occurrence
Property Damage	\$2,000,000.00 general aggregate, per project

This policy shall include coverage relating to explosion, collapse, and underground property damage if blasting operations constitute part of the Work to be performed under this Contract.

#### Vehicle Liability

The Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles:

Combined Single Limit:           \$2,000,000.00

#### Worker's Compensation

The Contractor shall provide the following coverage in accordance with M.G.L. c. 149, sec. 34A and M.G.L. c. 152 as amended, unless a higher coverage is specified below:

Part One	Provide Statutory Minimum
Employer's Liability	\$1,000,000.00 each accident
Part Two	\$1,000,000.00 disease per employee
	\$1,000,000.00 disease policy aggregate

Umbrella Liability Coverage           \$5,000,000 All Limits

### **§ SC 4.1 PROJECT PERFORMANCE PERIOD**

Funding for the project through a state-funded PARC Grant is dependent upon construction and completion of the project during a period identified by the granting body and extending from July 1, 2022 through June 30, 2023. **The Contractor shall complete the project by June 15, 2023.**

## **SECTION 00850**

### **INCORPORATION OF APPLICABLE PROVISIONS OF THE MASSACHUSETTS GENERAL LAWS**

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.



**"ATTACHMENT A"**  
**PREVAILING WAGE RATES**  
SEE FOLLOWING PAGES



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA  
Secretary  
MICHAEL FLANAGAN  
Director

**Awarding Authority:** Town of Buckland  
**Contract Number:** **City/Town:** BUCKLAND  
**Description of Work:** Construction of municipal outdoor swimming pool and pool house building  
**Job Location:** 66 Ashfield Road

---

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Construction</b>						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$29.41	\$9.10	\$13.62	\$0.00	\$52.13
	06/01/2022	\$30.23	\$9.10	\$13.62	\$0.00	\$52.95
	12/01/2022	\$31.04	\$9.10	\$13.62	\$0.00	\$53.76
	06/01/2023	\$31.86	\$9.10	\$13.62	\$0.00	\$54.58
	12/01/2023	\$32.67	\$9.10	\$13.62	\$0.00	\$55.39
	06/01/2024	\$33.49	\$9.10	\$13.62	\$0.00	\$56.21
	12/01/2024	\$34.30	\$9.10	\$13.62	\$0.00	\$57.02
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$31.12	\$9.10	\$14.69	\$0.00	\$54.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
ASPHALT RAKER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$29.41	\$9.10	\$13.62	\$0.00	\$52.13
	06/01/2022	\$30.23	\$9.10	\$13.62	\$0.00	\$52.95
	12/01/2022	\$31.04	\$9.10	\$13.62	\$0.00	\$53.76
	06/01/2023	\$31.86	\$9.10	\$13.62	\$0.00	\$54.58
	12/01/2023	\$32.67	\$9.10	\$13.62	\$0.00	\$55.39
	06/01/2024	\$33.49	\$9.10	\$13.62	\$0.00	\$56.21
	12/01/2024	\$34.30	\$9.10	\$13.62	\$0.00	\$57.02
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$31.12	\$9.10	\$14.69	\$0.00	\$54.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

**Apprentice - BOILERMAKER - Local 29**

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

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

**Notes:**

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

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	02/01/2022	\$45.56	\$11.39	\$20.21	\$0.00	\$77.16
---------------------------------------------------------------------------------------------------------------------	------------	---------	---------	---------	--------	---------

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	---------------------------	------------

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

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$11.39	\$20.21	\$0.00	\$54.38
2	60	\$27.34	\$11.39	\$20.21	\$0.00	\$58.94
3	70	\$31.89	\$11.39	\$20.21	\$0.00	\$63.49
4	80	\$36.45	\$11.39	\$20.21	\$0.00	\$68.05
5	90	\$41.00	\$11.39	\$20.21	\$0.00	\$72.60

**Notes:**

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

BULLDOZER/POWER SHOVEL/TREE SHREDDER	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
/CLAM SHELL OPERATING	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
ENGINEERS LOCAL 98	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
LABORERS - FOUNDATION AND MARINE						
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
CARPENTER	03/01/2022	\$39.32	\$7.16	\$18.15	\$0.00	\$64.63
CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN	09/01/2022	\$39.82	\$7.16	\$18.15	\$0.00	\$65.13
	03/01/2023	\$40.32	\$7.16	\$18.15	\$0.00	\$65.63

**Classification**

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

**Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin**

**Effective Date - 03/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$7.16	\$1.40	\$0.00	\$28.22
2	60	\$23.59	\$7.16	\$1.40	\$0.00	\$32.15
3	70	\$27.52	\$7.16	\$13.95	\$0.00	\$48.63
4	75	\$29.49	\$7.16	\$13.95	\$0.00	\$50.60
5	80	\$31.46	\$7.16	\$15.35	\$0.00	\$53.97
6	80	\$31.46	\$7.16	\$15.35	\$0.00	\$53.97
7	90	\$35.39	\$7.16	\$16.75	\$0.00	\$59.30
8	90	\$35.39	\$7.16	\$16.75	\$0.00	\$59.30

**Effective Date - 09/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$7.16	\$1.38	\$0.00	\$28.45
2	60	\$23.89	\$7.16	\$1.38	\$0.00	\$32.43
3	70	\$27.87	\$7.16	\$13.95	\$0.00	\$48.98
4	75	\$29.87	\$7.16	\$13.95	\$0.00	\$50.98
5	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
6	80	\$31.86	\$7.16	\$15.35	\$0.00	\$54.37
7	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75
8	90	\$35.84	\$7.16	\$16.75	\$0.00	\$59.75

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
Step 1&2 \$26.25/ 3&4 \$31.55/ 5&6 \$50.03/ 7&8 \$55.37

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

CARPENTER WOOD FRAME	04/01/2022	\$23.66	\$7.21	\$4.80	\$0.00	\$35.67
CARPENTERS-ZONE 3 (Wood Frame)	04/01/2023	\$24.16	\$7.21	\$4.80	\$0.00	\$36.17

All Aspects of New Wood Frame Work

## Classification

Effective Date

Base Wage

Health

Pension

Supplemental  
Unemployment

Total Rate

**Apprentice - CARPENTER (Wood Frame) - Zone 3****Effective Date - 04/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
2	60	\$14.20	\$7.21	\$0.00	\$0.00	\$21.41
3	65	\$15.38	\$7.21	\$0.00	\$0.00	\$22.59
4	70	\$16.56	\$7.21	\$0.00	\$0.00	\$23.77
5	75	\$17.75	\$7.21	\$3.80	\$0.00	\$28.76
6	80	\$18.93	\$7.21	\$3.80	\$0.00	\$29.94
7	85	\$20.11	\$7.21	\$3.80	\$0.00	\$31.12
8	90	\$21.29	\$7.21	\$3.80	\$0.00	\$32.30

**Effective Date - 04/01/2023**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
2	60	\$14.50	\$7.21	\$0.00	\$0.00	\$21.71
3	65	\$15.70	\$7.21	\$0.00	\$0.00	\$22.91
4	70	\$16.91	\$7.21	\$0.00	\$0.00	\$24.12
5	75	\$18.12	\$7.21	\$3.80	\$0.00	\$29.13
6	80	\$19.33	\$7.21	\$3.80	\$0.00	\$30.34
7	85	\$20.54	\$7.21	\$3.80	\$0.00	\$31.55
8	90	\$21.74	\$7.21	\$3.80	\$0.00	\$32.75

**Notes:**

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80  
 Step 1&2 \$17.86/ 3&4 \$20.22/ 5&6 \$27.57/ 7&8 \$29.94

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

CEMENT MASONRY/PLASTERING

01/01/2020

\$41.94

\$12.70

\$17.64

\$0.62

\$72.90

BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)

**Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield****Effective Date - 01/01/2020**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.97	\$12.70	\$15.41	\$0.00	\$49.08
2	60	\$25.16	\$12.70	\$17.64	\$0.62	\$56.12
3	65	\$27.26	\$12.70	\$17.64	\$0.62	\$58.22
4	70	\$29.36	\$12.70	\$17.64	\$0.62	\$60.32
5	75	\$31.46	\$12.70	\$17.64	\$0.62	\$62.42
6	80	\$33.55	\$12.70	\$17.64	\$0.62	\$64.51
7	90	\$37.75	\$12.70	\$17.64	\$0.62	\$68.71

**Notes:**

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

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$41.37	\$12.47	\$14.50	\$0.00	\$68.34
	06/01/2022	\$42.24	\$12.47	\$14.50	\$0.00	\$69.21
	12/01/2022	\$43.12	\$12.47	\$14.50	\$0.00	\$70.09
	06/01/2023	\$44.07	\$12.47	\$14.50	\$0.00	\$71.04
	12/01/2023	\$45.02	\$12.47	\$14.50	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 3</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56



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

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Notes:**

Steps are 750 hrs.

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

DEMO: ADZEMAN	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
LABORERS - ZONE 4 (BUILDING & SITE)	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - ELECTRICIAN - Local 7**
**Effective Date - 01/02/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.32	\$6.60	\$0.54	\$0.00	\$25.46
2	45	\$20.61	\$6.60	\$0.61	\$0.00	\$27.82
3	50	\$22.91	\$12.00	\$7.13	\$0.00	\$42.04
4	55	\$25.20	\$12.00	\$7.20	\$0.00	\$44.40
5	65	\$29.78	\$12.00	\$9.01	\$0.00	\$50.79
6	70	\$32.07	\$12.00	\$10.20	\$0.00	\$54.27

**Effective Date - 07/03/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.56	\$7.35	\$0.56	\$0.00	\$26.47
2	45	\$20.88	\$7.35	\$0.63	\$0.00	\$28.86
3	50	\$23.21	\$12.25	\$7.20	\$0.00	\$42.66
4	55	\$25.53	\$12.25	\$7.27	\$0.00	\$45.05
5	65	\$30.17	\$12.25	\$9.14	\$0.00	\$51.56
6	70	\$32.49	\$12.25	\$10.37	\$0.00	\$55.11

**Notes:**

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

**Apprentice to Journeyworker Ratio:2:3\*\*\*\***
**ELEVATOR CONSTRUCTOR**
*ELEVATOR CONSTRUCTORS LOCAL 41*

01/01/2022

\$58.62

\$16.03

\$20.21

\$0.00

\$94.86

**Apprentice - ELEVATOR CONSTRUCTOR - Local 41**
**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

**Notes:**

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

**Apprentice to Journeyworker Ratio:1:1**
**ELEVATOR CONSTRUCTOR HELPER**
*ELEVATOR CONSTRUCTORS LOCAL 41*

01/01/2022

\$41.03

\$16.03

\$20.21

\$0.00

\$77.27

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & BEAM RAIL ERECTOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 7</i>	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
/ COMMISSIONING <i>ELECTRICIANS</i>	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	---------------------------	------------

**Apprentice - OPERATING ENGINEERS - Local 98 Class 3**

**Effective Date -** 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.40	\$12.47	\$14.50	\$0.00	\$49.37
2	70	\$26.14	\$12.47	\$14.50	\$0.00	\$53.11
3	80	\$29.87	\$12.47	\$14.50	\$0.00	\$56.84
4	90	\$33.61	\$12.47	\$14.50	\$0.00	\$60.58

**Effective Date -** 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.93	\$12.47	\$14.50	\$0.00	\$49.90
2	70	\$26.75	\$12.47	\$14.50	\$0.00	\$53.72
3	80	\$30.57	\$12.47	\$14.50	\$0.00	\$57.54
4	90	\$34.39	\$12.47	\$14.50	\$0.00	\$61.36

**Notes:**

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

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

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2021	\$24.50	\$9.10	\$14.69	\$0.00	\$48.29
LABORERS - ZONE 4 (HEAVY & HIGHWAY)						

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

FLOORCOVERER	03/01/2022	\$39.22	\$7.16	\$18.15	\$0.00	\$64.53
FLOORCOVERERS LOCAL 2168 ZONE III						

**Apprentice - FLOORCOVERER - Local 2168 Zone III**

**Effective Date -** 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.61	\$7.16	\$1.40	\$0.00	\$28.17
2	55	\$21.57	\$7.16	\$1.40	\$0.00	\$30.13
3	60	\$23.53	\$7.16	\$13.95	\$0.00	\$44.64
4	65	\$25.49	\$7.16	\$13.95	\$0.00	\$46.60
5	70	\$27.45	\$7.16	\$15.35	\$0.00	\$49.96
6	75	\$29.42	\$7.16	\$15.35	\$0.00	\$51.93
7	80	\$31.38	\$7.16	\$16.75	\$0.00	\$55.29
8	85	\$33.34	\$7.16	\$16.75	\$0.00	\$57.25

**Notes:** Steps are 750 hrs.

% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$26.21/ 3&4 \$31.49/ 5&6 \$49.96/ 7&8 \$55.29

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.56	\$12.47	\$14.50	\$0.00	\$64.53
	06/01/2022	\$38.43	\$12.47	\$14.50	\$0.00	\$65.40
	12/01/2022	\$39.31	\$12.47	\$14.50	\$0.00	\$66.28
	06/01/2023	\$40.26	\$12.47	\$14.50	\$0.00	\$67.23
	12/01/2023	\$41.21	\$12.47	\$14.50	\$0.00	\$68.18
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 1333</i>	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

#### Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2022	\$44.71	\$9.55	\$17.10	\$0.00	\$71.36
	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2022	\$44.71	\$9.55	\$17.10	\$0.00	\$71.36
	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$31.12	\$9.10	\$14.69	\$0.00	\$54.91
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) <i>HEAT &amp; FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2021	\$41.60	\$13.80	\$17.14	\$0.00	\$72.54
	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

**Effective Date -** 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$13.80	\$12.42	\$0.00	\$47.02
2	60	\$24.96	\$13.80	\$13.36	\$0.00	\$52.12
3	70	\$29.12	\$13.80	\$14.31	\$0.00	\$57.23
4	80	\$33.28	\$13.80	\$15.25	\$0.00	\$62.33

**Effective Date -** 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.03	\$13.80	\$12.42	\$0.00	\$48.25
2	60	\$26.43	\$13.80	\$13.36	\$0.00	\$53.59
3	70	\$30.84	\$13.80	\$14.31	\$0.00	\$58.95
4	80	\$35.24	\$13.80	\$15.25	\$0.00	\$64.29

**Notes:**

Steps are 1 year

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

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2022	\$37.58	\$8.20	\$22.35	\$0.00	\$68.13
	09/16/2022	\$38.48	\$8.20	\$22.35	\$0.00	\$69.03
	03/16/2023	\$39.33	\$8.20	\$22.35	\$0.00	\$69.88
	09/16/2023	\$40.23	\$8.20	\$22.35	\$0.00	\$70.78
	03/16/2024	\$41.08	\$8.20	\$22.35	\$0.00	\$71.63

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - IRONWORKER - Local 7 Springfield**
**Effective Date - 03/16/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.55	\$8.20	\$22.35	\$0.00	\$53.10
2	70	\$26.31	\$8.20	\$22.35	\$0.00	\$56.86
3	75	\$28.19	\$8.20	\$22.35	\$0.00	\$58.74
4	80	\$30.06	\$8.20	\$22.35	\$0.00	\$60.61
5	85	\$31.94	\$8.20	\$22.35	\$0.00	\$62.49
6	90	\$33.82	\$8.20	\$22.35	\$0.00	\$64.37

**Effective Date - 09/16/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.09	\$8.20	\$22.35	\$0.00	\$53.64
2	70	\$26.94	\$8.20	\$22.35	\$0.00	\$57.49
3	75	\$28.86	\$8.20	\$22.35	\$0.00	\$59.41
4	80	\$30.78	\$8.20	\$22.35	\$0.00	\$61.33
5	85	\$32.71	\$8.20	\$22.35	\$0.00	\$63.26
6	90	\$34.63	\$8.20	\$22.35	\$0.00	\$65.18

**Notes:**

Structural 1:6; Ornamental 1:4

**Apprentice to Journeyworker Ratio:**
**JACKHAMMER & PAVING BREAKER OPERATOR**  
*LABORERS - ZONE 4 (BUILDING & SITE)*

12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52

For apprentice rates see "Apprentice- LABORER"

**LABORER**  
*LABORERS - ZONE 4 (BUILDING & SITE)*

12/01/2021	\$28.66	\$9.10	\$13.62	\$0.00	\$51.38
06/01/2022	\$29.48	\$9.10	\$13.62	\$0.00	\$52.20
12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - LABORER - Zone 4 Building and Site</b>						
<b>Effective Date - 12/01/2021</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.20	\$9.10	\$13.62	\$0.00	\$39.92
2	70	\$20.06	\$9.10	\$13.62	\$0.00	\$42.78
3	80	\$22.93	\$9.10	\$13.62	\$0.00	\$45.65
4	90	\$25.79	\$9.10	\$13.62	\$0.00	\$48.51
<b>Effective Date - 06/01/2022</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.69	\$9.10	\$13.62	\$0.00	\$40.41
2	70	\$20.64	\$9.10	\$13.62	\$0.00	\$43.36
3	80	\$23.58	\$9.10	\$13.62	\$0.00	\$46.30
4	90	\$26.53	\$9.10	\$13.62	\$0.00	\$49.25
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
LABORER (HEAVY & HIGHWAY)	12/01/2021	\$30.37	\$9.10	\$14.69	\$0.00	\$54.16
LABORERS - ZONE 4 (HEAVY & HIGHWAY)						

<b>Apprentice - LABORER (Heavy and Highway) - Zone 4</b>						
<b>Effective Date - 12/01/2021</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.22	\$9.10	\$14.69	\$0.00	\$42.01
2	70	\$21.26	\$9.10	\$14.69	\$0.00	\$45.05
3	80	\$24.30	\$9.10	\$14.69	\$0.00	\$48.09
4	90	\$27.33	\$9.10	\$14.69	\$0.00	\$51.12
<b>Notes:</b>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
LABORER: CARPENTER TENDER	12/01/2021	\$28.66	\$9.10	\$13.62	\$0.00	\$51.38
LABORERS - ZONE 4 (BUILDING & SITE)						
	06/01/2022	\$29.48	\$9.10	\$13.62	\$0.00	\$52.20
	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.66	\$9.10	\$13.62	\$0.00	\$51.38
	06/01/2022	\$29.48	\$9.10	\$13.62	\$0.00	\$52.20
	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.73	\$9.10	\$13.91	\$0.00	\$51.74
	06/01/2022	\$29.55	\$9.10	\$13.91	\$0.00	\$52.56
	12/01/2022	\$30.36	\$9.10	\$13.91	\$0.00	\$53.37
	06/01/2023	\$31.18	\$9.10	\$13.91	\$0.00	\$54.19
	12/01/2023	\$31.99	\$9.10	\$13.91	\$0.00	\$55.00
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$30.66	\$9.10	\$13.62	\$0.00	\$53.38
	06/01/2022	\$31.48	\$9.10	\$13.62	\$0.00	\$54.20
	12/01/2022	\$32.29	\$9.10	\$13.62	\$0.00	\$55.01
	06/01/2023	\$33.11	\$9.10	\$13.62	\$0.00	\$55.83
	12/01/2023	\$33.92	\$9.10	\$13.62	\$0.00	\$56.64
	06/01/2024	\$34.74	\$9.10	\$13.62	\$0.00	\$57.46
	12/01/2024	\$35.55	\$9.10	\$13.62	\$0.00	\$58.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.66	\$9.10	\$13.62	\$0.00	\$51.38
	06/01/2022	\$29.48	\$9.10	\$13.62	\$0.00	\$52.20
	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.66	\$9.10	\$13.62	\$0.00	\$51.38
	06/01/2022	\$29.48	\$9.10	\$13.62	\$0.00	\$52.20
	12/01/2022	\$30.29	\$9.10	\$13.62	\$0.00	\$53.01
	06/01/2023	\$31.11	\$9.10	\$13.62	\$0.00	\$53.83
	12/01/2023	\$31.92	\$9.10	\$13.62	\$0.00	\$54.64
	06/01/2024	\$32.74	\$9.10	\$13.62	\$0.00	\$55.46
	12/01/2024	\$33.55	\$9.10	\$13.62	\$0.00	\$56.27

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LASER BEAM OPERATOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE &amp; TILE</i>	02/01/2022	\$37.17	\$11.39	\$19.53	\$0.00	\$68.09
<b>Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)</b> <b>Effective Date - 02/01/2022</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.59	\$11.39	\$19.53	\$0.00	\$49.51
2	60	\$22.30	\$11.39	\$19.53	\$0.00	\$53.22
3	70	\$26.02	\$11.39	\$19.53	\$0.00	\$56.94
4	80	\$29.74	\$11.39	\$19.53	\$0.00	\$60.66
5	90	\$33.45	\$11.39	\$19.53	\$0.00	\$64.37
<div>Notes:</div>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
MARBLE MASON/TILE LAYER(SP/PT)SeeBrick <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE &amp; TILE</i>	See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)"					
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) <i>MILLWRIGHTS LOCAL 1121 - Zone 3</i>	01/03/2022	\$38.91	\$8.58	\$21.57	\$0.00	\$69.06
	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
<b>Apprentice - MILLWRIGHT - Local 1121 Zone 3</b>							
<b>Effective Date - 01/03/2022</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$21.40	\$8.58	\$5.72	\$0.00	\$35.70	
2	65	\$25.29	\$8.58	\$17.93	\$0.00	\$51.80	
3	75	\$29.18	\$8.58	\$18.98	\$0.00	\$56.74	
4	85	\$33.07	\$8.58	\$20.01	\$0.00	\$61.66	
<b>Effective Date - 01/02/2023</b>							
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39	
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61	
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68	
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73	
<div><b>Notes:</b> Step 1&amp;2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>							
<b>Apprentice to Journeyworker Ratio:1:4</b>							
MORTAR MIXER		12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
LABORERS - ZONE 4 (BUILDING & SITE)		06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
		12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
		06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
		12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
		06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
		12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"							
OILER		12/01/2021	\$33.03	\$12.47	\$14.50	\$0.00	\$60.00
OPERATING ENGINEERS LOCAL 98		06/01/2022	\$33.90	\$12.47	\$14.50	\$0.00	\$60.87
		12/01/2022	\$34.78	\$12.47	\$14.50	\$0.00	\$61.75
		06/01/2023	\$35.73	\$12.47	\$14.50	\$0.00	\$62.70
		12/01/2023	\$36.68	\$12.47	\$14.50	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS VI		12/01/2021	\$31.05	\$12.47	\$14.50	\$0.00	\$58.02
OPERATING ENGINEERS LOCAL 98		06/01/2022	\$31.92	\$12.47	\$14.50	\$0.00	\$58.89
		12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
		06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
		12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (BRIDGES/TANKS)	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
<i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

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

**Effective Date -** 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85

**Effective Date -** 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

**Notes:**

Steps are 750 hrs.

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

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2022	\$36.78	\$8.65	\$19.15	\$0.00	\$64.58
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 3</i>	07/01/2022	\$37.83	\$8.65	\$19.15	\$0.00	\$65.63
	01/01/2023	\$38.93	\$8.65	\$19.15	\$0.00	\$66.73
	07/01/2023	\$39.98	\$8.65	\$19.15	\$0.00	\$67.78
	01/01/2024	\$41.08	\$8.65	\$19.15	\$0.00	\$68.88
	07/01/2024	\$42.13	\$8.65	\$19.15	\$0.00	\$69.93
	01/01/2025	\$43.23	\$8.65	\$19.15	\$0.00	\$71.03

**Classification**

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

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

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.39	\$8.65	\$0.00	\$0.00	\$27.04
2	55	\$20.23	\$8.65	\$4.13	\$0.00	\$33.01
3	60	\$22.07	\$8.65	\$4.50	\$0.00	\$35.22
4	65	\$23.91	\$8.65	\$4.88	\$0.00	\$37.44
5	70	\$25.75	\$8.65	\$16.90	\$0.00	\$51.30
6	75	\$27.59	\$8.65	\$17.28	\$0.00	\$53.52
7	80	\$29.42	\$8.65	\$17.65	\$0.00	\$55.72
8	90	\$33.10	\$8.65	\$18.40	\$0.00	\$60.15

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.92	\$8.65	\$0.00	\$0.00	\$27.57
2	55	\$20.81	\$8.65	\$4.13	\$0.00	\$33.59
3	60	\$22.70	\$8.65	\$4.50	\$0.00	\$35.85
4	65	\$24.59	\$8.65	\$4.88	\$0.00	\$38.12
5	70	\$26.48	\$8.65	\$16.90	\$0.00	\$52.03
6	75	\$28.37	\$8.65	\$17.28	\$0.00	\$54.30
7	80	\$30.26	\$8.65	\$17.65	\$0.00	\$56.56
8	90	\$34.05	\$8.65	\$18.40	\$0.00	\$61.10

**Notes:**

Steps are 750 hrs.

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

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$34.10	\$8.65	\$19.15	\$0.00	\$61.90
PAINTERS LOCAL 35 - ZONE 3	07/01/2022	\$35.15	\$8.65	\$19.15	\$0.00	\$62.95
	01/01/2023	\$36.25	\$8.65	\$19.15	\$0.00	\$64.05
	07/01/2023	\$37.30	\$8.65	\$19.15	\$0.00	\$65.10
	01/01/2024	\$38.40	\$8.65	\$19.15	\$0.00	\$66.20
	07/01/2024	\$39.45	\$8.65	\$19.15	\$0.00	\$67.25
	01/01/2025	\$40.55	\$8.65	\$19.15	\$0.00	\$68.35

**Classification**
**Effective Date**
**Base Wage**
**Health**
**Pension**
**Supplemental  
Unemployment**
**Total Rate**
**Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint**
**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.05	\$8.65	\$0.00	\$0.00	\$25.70
2	55	\$18.76	\$8.65	\$4.13	\$0.00	\$31.54
3	60	\$20.46	\$8.65	\$4.50	\$0.00	\$33.61
4	65	\$22.17	\$8.65	\$4.88	\$0.00	\$35.70
5	70	\$23.87	\$8.65	\$16.90	\$0.00	\$49.42
6	75	\$25.58	\$8.65	\$17.28	\$0.00	\$51.51
7	80	\$27.28	\$8.65	\$17.65	\$0.00	\$53.58
8	90	\$30.69	\$8.65	\$18.40	\$0.00	\$57.74

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.58	\$8.65	\$0.00	\$0.00	\$26.23
2	55	\$19.33	\$8.65	\$4.13	\$0.00	\$32.11
3	60	\$21.09	\$8.65	\$4.50	\$0.00	\$34.24
4	65	\$22.85	\$8.65	\$4.88	\$0.00	\$36.38
5	70	\$24.61	\$8.65	\$16.90	\$0.00	\$50.16
6	75	\$26.36	\$8.65	\$17.28	\$0.00	\$52.29
7	80	\$28.12	\$8.65	\$17.65	\$0.00	\$54.42
8	90	\$31.64	\$8.65	\$1,171.75	\$0.00	\$1,212.04

**Notes:**

Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, NEW) \*

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

01/01/2022	\$35.38	\$8.65	\$19.15	\$0.00	\$63.18
07/01/2022	\$36.43	\$8.65	\$19.15	\$0.00	\$64.23
01/01/2023	\$37.53	\$8.65	\$19.15	\$0.00	\$65.33
07/01/2023	\$38.58	\$8.65	\$19.15	\$0.00	\$66.38
01/01/2024	\$39.68	\$8.65	\$19.15	\$0.00	\$67.48
07/01/2024	\$40.73	\$8.65	\$19.15	\$0.00	\$68.53
01/01/2025	\$41.83	\$8.65	\$19.15	\$0.00	\$69.63

**Classification**

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

**Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.69	\$8.65	\$0.00	\$0.00	\$26.34
2	55	\$19.46	\$8.65	\$4.13	\$0.00	\$32.24
3	60	\$21.23	\$8.65	\$4.50	\$0.00	\$34.38
4	65	\$23.00	\$8.65	\$4.88	\$0.00	\$36.53
5	70	\$24.77	\$8.65	\$16.90	\$0.00	\$50.32
6	75	\$26.54	\$8.65	\$17.28	\$0.00	\$52.47
7	80	\$28.30	\$8.65	\$17.65	\$0.00	\$54.60
8	90	\$31.84	\$8.65	\$18.40	\$0.00	\$58.89

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.22	\$8.65	\$0.00	\$0.00	\$26.87
2	55	\$20.04	\$8.65	\$4.13	\$0.00	\$32.82
3	60	\$21.86	\$8.65	\$4.50	\$0.00	\$35.01
4	65	\$23.68	\$8.65	\$4.88	\$0.00	\$37.21
5	70	\$25.50	\$8.65	\$16.90	\$0.00	\$51.05
6	75	\$27.32	\$8.65	\$17.28	\$0.00	\$53.25
7	80	\$29.14	\$8.65	\$17.65	\$0.00	\$55.44
8	90	\$32.79	\$8.65	\$18.40	\$0.00	\$59.84

**Notes:**

Steps are 750 hrs.

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

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$32.70	\$8.65	\$19.15	\$0.00	\$60.50
PAINTERS LOCAL 35 - ZONE 3	07/01/2022	\$33.75	\$8.65	\$19.15	\$0.00	\$61.55
	01/01/2023	\$34.85	\$8.65	\$19.15	\$0.00	\$62.65
	07/01/2023	\$35.90	\$8.65	\$19.15	\$0.00	\$63.70
	01/01/2024	\$37.00	\$8.65	\$19.15	\$0.00	\$64.80
	07/01/2024	\$38.05	\$8.65	\$19.15	\$0.00	\$65.85
	01/01/2025	\$39.15	\$8.65	\$19.15	\$0.00	\$66.95



**Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT**

**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.35	\$8.65	\$0.00	\$0.00	\$25.00
2	55	\$17.99	\$8.65	\$4.13	\$0.00	\$30.77
3	60	\$19.62	\$8.65	\$4.50	\$0.00	\$32.77
4	65	\$21.26	\$8.65	\$4.88	\$0.00	\$34.79
5	70	\$22.89	\$8.65	\$16.90	\$0.00	\$48.44
6	75	\$24.53	\$8.65	\$17.28	\$0.00	\$50.46
7	80	\$26.16	\$8.65	\$17.65	\$0.00	\$52.46
8	90	\$29.43	\$8.65	\$18.40	\$0.00	\$56.48

**Effective Date - 07/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.88	\$8.65	\$0.00	\$0.00	\$25.53
2	55	\$18.56	\$8.65	\$4.13	\$0.00	\$31.34
3	60	\$20.25	\$8.65	\$4.50	\$0.00	\$33.40
4	65	\$21.94	\$8.65	\$4.88	\$0.00	\$35.47
5	70	\$23.63	\$8.65	\$16.90	\$0.00	\$49.18
6	75	\$25.31	\$8.65	\$17.28	\$0.00	\$51.24
7	80	\$27.00	\$8.65	\$17.65	\$0.00	\$53.30
8	90	\$30.38	\$8.65	\$18.40	\$0.00	\$57.43

**Notes:**

Steps are 750 hrs.

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

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 4 (HEAVY & HIGHWAY)	12/01/2021	\$30.37	\$9.10	\$14.69	\$0.00	\$54.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - PILE DRIVER - Local 56 Zone 3</b>						
<b>Effective Date - 08/01/2020</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<div> <b>Notes:</b> Apprentice wages shall be no less than the following Steps;  (Same as set in Zone 1)  1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68 </div>						
<b>Apprentice to Journeyworker Ratio:1:5</b>						
<hr/>						
PIPELAYER		12/01/2021	\$28.91	\$9.10	\$13.62	\$51.63
<i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>		06/01/2022	\$29.73	\$9.10	\$13.62	\$52.45
		12/01/2022	\$30.54	\$9.10	\$13.62	\$53.26
		06/01/2023	\$31.36	\$9.10	\$13.62	\$54.08
		12/01/2023	\$32.17	\$9.10	\$13.62	\$54.89
		06/01/2024	\$32.99	\$9.10	\$13.62	\$55.71
		12/01/2024	\$33.80	\$9.10	\$13.62	\$56.52
For apprentice rates see "Apprentice- LABORER"						
<hr/>						
PIPELAYER (HEAVY & HIGHWAY)		12/01/2021	\$30.62	\$9.10	\$14.69	\$54.41
<i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
<hr/>						
PLUMBER & PIPEFITTER		03/17/2022	\$44.71	\$9.55	\$17.10	\$71.36
<i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>		09/17/2022	\$45.71	\$9.55	\$17.10	\$72.36
		03/17/2023	\$46.96	\$9.55	\$17.10	\$73.61
		09/17/2023	\$47.96	\$9.55	\$17.10	\$74.61
		03/17/2024	\$49.21	\$9.55	\$17.10	\$75.86

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.12	\$9.55	\$10.10	\$0.00	\$39.77
2	50	\$22.36	\$9.55	\$10.10	\$0.00	\$42.01
3	55	\$24.59	\$9.55	\$10.10	\$0.00	\$44.24
4	60	\$26.83	\$9.55	\$10.10	\$0.00	\$46.48
5	65	\$29.06	\$9.55	\$10.10	\$0.00	\$48.71
6	70	\$31.30	\$9.55	\$10.10	\$0.00	\$50.95
7	75	\$33.53	\$9.55	\$10.10	\$0.00	\$53.18
8	80	\$35.77	\$9.55	\$10.10	\$0.00	\$55.42
9	80	\$35.77	\$9.55	\$17.10	\$0.00	\$62.42
10	80	\$35.77	\$9.55	\$17.10	\$0.00	\$62.42

Effective Date - 09/17/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$20.57	\$9.55	\$10.10	\$0.00	\$40.22
2	50	\$22.86	\$9.55	\$10.10	\$0.00	\$42.51
3	55	\$25.14	\$9.55	\$10.10	\$0.00	\$44.79
4	60	\$27.43	\$9.55	\$10.10	\$0.00	\$47.08
5	65	\$29.71	\$9.55	\$10.10	\$0.00	\$49.36
6	70	\$32.00	\$9.55	\$10.10	\$0.00	\$51.65
7	75	\$34.28	\$9.55	\$10.10	\$0.00	\$53.93
8	80	\$36.57	\$9.55	\$10.10	\$0.00	\$56.22
9	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22
10	80	\$36.57	\$9.55	\$17.10	\$0.00	\$63.22

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

Apprentice to Journeyworker Ratio:\*\*

PNEUMATIC CONTROLS (TEMP.)	03/17/2022	\$44.71	\$9.55	\$17.10	\$0.00	\$71.36
PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
LABORERS - ZONE 4 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$29.66	\$9.10	\$13.62	\$0.00	\$52.38
	06/01/2022	\$30.48	\$9.10	\$13.62	\$0.00	\$53.20
	12/01/2022	\$31.29	\$9.10	\$13.62	\$0.00	\$54.01
	06/01/2023	\$32.11	\$9.10	\$13.62	\$0.00	\$54.83
	12/01/2023	\$32.92	\$9.10	\$13.62	\$0.00	\$55.64
	06/01/2024	\$33.74	\$9.10	\$13.62	\$0.00	\$56.46
	12/01/2024	\$34.55	\$9.10	\$13.62	\$0.00	\$57.27
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$31.37	\$9.10	\$14.69	\$0.00	\$55.16
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 4 (BUILDING &amp; SITE)</i>	12/01/2021	\$28.91	\$9.10	\$13.62	\$0.00	\$51.63
	06/01/2022	\$29.73	\$9.10	\$13.62	\$0.00	\$52.45
	12/01/2022	\$30.54	\$9.10	\$13.62	\$0.00	\$53.26
	06/01/2023	\$31.36	\$9.10	\$13.62	\$0.00	\$54.08
	12/01/2023	\$32.17	\$9.10	\$13.62	\$0.00	\$54.89
	06/01/2024	\$32.99	\$9.10	\$13.62	\$0.00	\$55.71
	12/01/2024	\$33.80	\$9.10	\$13.62	\$0.00	\$56.52
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2021	\$34.66	\$12.28	\$16.73	\$0.00	\$63.67
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofers Waterproofing &Roofers Dampproofg) <i>ROOFERS LOCAL 248</i>	07/16/2021	\$34.16	\$12.28	\$16.23	\$0.00	\$62.67

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<b>Apprentice - ROOFER - Local 248</b>						
<b>Effective Date - 07/16/2021</b>						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.50	\$12.28	\$0.00	\$0.00	\$32.78
2	65	\$22.20	\$12.28	\$16.23	\$0.00	\$50.71
3	70	\$23.91	\$12.28	\$16.23	\$0.00	\$52.42
4	75	\$25.62	\$12.28	\$16.23	\$0.00	\$54.13
5	80	\$27.33	\$12.28	\$16.23	\$0.00	\$55.84
6	85	\$29.04	\$12.28	\$16.23	\$0.00	\$57.55
7	90	\$30.74	\$12.28	\$16.23	\$0.00	\$59.25
8	95	\$32.45	\$12.28	\$16.23	\$0.00	\$60.96
<b>Notes:</b> Steps are 750 hrs.Roofer(Tear Off)1:1; Same as above						
<b>Apprentice to Journeyworker Ratio:1:3</b>						
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2021	\$34.66	\$12.28	\$16.73	\$0.00	\$63.67
For apprentice rates see "Apprentice- ROOFER"						
SCRAPER OPERATING ENGINEERS LOCAL 98	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-PROPELLED POWER BROOM OPERATING ENGINEERS LOCAL 98	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

**Apprentice - SHEET METAL WORKER - Local 63****Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.68	\$4.79	\$4.67	\$0.81	\$27.95
2	50	\$19.65	\$5.32	\$5.19	\$0.90	\$31.06
3	55	\$21.61	\$5.85	\$9.33	\$1.10	\$37.89
4	60	\$23.57	\$6.38	\$9.33	\$1.18	\$40.46
5	65	\$25.54	\$6.92	\$9.33	\$1.25	\$43.04
6	70	\$27.50	\$7.45	\$9.33	\$1.33	\$45.61
7	75	\$29.47	\$7.98	\$9.33	\$1.40	\$48.18
8	80	\$31.43	\$8.51	\$16.29	\$1.69	\$57.92
9	85	\$33.40	\$9.04	\$16.29	\$1.76	\$60.49
10	90	\$35.36	\$9.58	\$16.29	\$1.84	\$63.07

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

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
-----------------------------------------------------------------------------------	------------	---------	---------	---------	--------	---------

SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
-----------------------------------------------------------------------------------	------------	---------	---------	---------	--------	---------

SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10
-------------------------------------------------	------------	---------	---------	---------	--------	---------

**Apprentice - SPRINKLER FITTER - Local 669****Effective Date - 04/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

**Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7**

**Effective Date -** 01/02/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.32	\$6.60	\$0.54	\$0.00	\$25.46
2	45	\$20.61	\$6.60	\$0.61	\$0.00	\$27.82
3	50	\$22.91	\$12.00	\$7.13	\$0.00	\$42.04
4	55	\$25.20	\$12.00	\$7.20	\$0.00	\$44.40
5	65	\$29.78	\$12.00	\$9.01	\$0.00	\$50.79
6	70	\$32.07	\$12.00	\$10.20	\$0.00	\$54.27

**Effective Date -** 07/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.56	\$7.35	\$0.56	\$0.00	\$26.47
2	45	\$20.88	\$7.35	\$0.63	\$0.00	\$28.86
3	50	\$23.21	\$12.25	\$7.20	\$0.00	\$42.66
4	55	\$25.53	\$12.25	\$7.27	\$0.00	\$45.05
5	65	\$30.17	\$12.25	\$9.14	\$0.00	\$51.56
6	70	\$32.49	\$12.25	\$10.37	\$0.00	\$55.11

**Notes:**

Steps are 800 hours

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

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE &amp; TILE</i>	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82
---------------------------------------------------------------------------------	------------	---------	---------	---------	--------	---------

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

**Effective Date -** 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21

**Notes:**

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

TERRAZZO MECHANIC <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE &amp; TILE</i>	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
--------------------------------------------------------------------------------	------------	---------	---------	---------	--------	---------

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	---------------------------	------------

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

**Effective Date - 02/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15

**Notes:**

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

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 4 (HEAVY &amp; HIGHWAY)</i>	12/01/2021	\$30.62	\$9.10	\$14.69	\$0.00	\$54.41
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						



Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WATER METER INSTALLER <i>PLUMBERS &amp; PIPEFITTERS LOCAL 104</i>	03/17/2022	\$44.71	\$9.55	\$17.10	\$0.00	\$71.36
	09/17/2022	\$45.71	\$9.55	\$17.10	\$0.00	\$72.36
	03/17/2023	\$46.96	\$9.55	\$17.10	\$0.00	\$73.61
	09/17/2023	\$47.96	\$9.55	\$17.10	\$0.00	\$74.61
	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

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

#### Outside Electrical - West

EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
-------------------------------------------------------------------------	------------	---------	--------	---------	--------	---------

For apprentice rates see "Apprentice- LINEMAN"

GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$44.06
----------------------------------------------------------------	------------	---------	--------	--------	--------	---------

For apprentice rates see "Apprentice- LINEMAN"

GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$58.93
-------------------------------------------------------------------------------	------------	---------	--------	---------	--------	---------

For apprentice rates see "Apprentice- LINEMAN"

HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$68.23
-------------------------------------------------------------------------------	------------	---------	--------	---------	--------	---------

For apprentice rates see "Apprentice- LINEMAN"

JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$75.26
-------------------------------------------------------------------------	------------	---------	--------	---------	--------	---------

#### Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.03	\$8.00	\$3.43	\$0.00	\$42.46
2	65	\$33.61	\$8.00	\$3.51	\$0.00	\$45.12
3	70	\$36.20	\$8.00	\$3.59	\$0.00	\$47.79
4	75	\$38.78	\$8.00	\$5.16	\$0.00	\$51.94
5	80	\$41.37	\$8.00	\$5.24	\$0.00	\$54.61
6	85	\$43.95	\$8.00	\$5.32	\$0.00	\$57.27
7	90	\$46.54	\$8.00	\$7.40	\$0.00	\$61.94

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
-----------------------------------------------------------------------------	------------	---------	--------	--------	--------	---------

TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
------------------------------------------------------------------------------------------	------------	---------	--------	--------	--------	---------

TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
--------------------------------------------------------------------------------------------	------------	---------	--------	--------	--------	---------

TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
-----------------------------------------------------------------------------	------------	---------	--------	---------	--------	---------

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
----------------	----------------	-----------	--------	---------	------------------------------	------------

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)  
 Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

- \*\* Multiple ratios are listed in the comment field.
- \*\*\* APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- \*\*\*\* APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

**"ATTACHMENT B"**

**GENERAL CONDITIONS (AIA A201-2017)**

SEE FOLLOWING PAGES



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Buckland Recreation Area Pool Facility  
66 Ashfield Road, Buckland, MA 01338

### THE OWNER:

*(Name, legal status and address)*

Town of Buckland  
17 State Street  
Shelburne Falls, MA 01370

### THE ARCHITECT:

*(Name, legal status and address)*

Kuth Ranieri Architects, LLP  
32A Main St, Suite 2  
Franklin, MA 02038

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

### TABLE OF ARTICLES

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

Init.

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,  
3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and  
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance

9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of

**7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

**15.1.1**

Claims, Notice of

1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

## **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

## **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

## **Concealed or Unknown Conditions, Claims for**

**3.7.4**

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,

11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

## **Cleaning Up**

**3.15**, **6.3**

Commencement of the Work, Conditions Relating to

2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

**Commencement of the Work**, Definition of

**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,

9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,

9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,

13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,

15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

## **Conditions of the Contract**

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

**15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of

**7.3.1**

## **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

## **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

**15.1.4**

**Contract**, Definition of

**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

**1.1.1**

## **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,

12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

**9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,

7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,

8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,

14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

8.1.1

## **CONTRACTOR**

**3**

Contractor, Definition of

**3.1**, **6.1.2**

## **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,

10.2, 10.3, 11.3, 14.1, 14.2.1.1

## **Contractor's Liability Insurance**

### **11.1**

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of **8.1.2**

**Date of Substantial Completion**, Definition of **8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials and Substances**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.1.7, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
14.1.1.4, 14.1.4, 15.1.4  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.4  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2  
**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,  
**11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Insured loss, Adjustment and Settlement of  
11.5  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13  
**Interest**  
**13.5**  
**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4  
Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1  
Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
11.3, 12.2.5, 13.3.1  
Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
15.1.2, 15.1.3, 15.1.5  
**Materials, Hazardous**  
**10.2.4**, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,  
15.4.1.1  
**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**  
**MISCELLANEOUS PROVISIONS**  
**13**  
**Modifications, Definition of**  
**1.1.1**



Modifications to the Contract  
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

## **Mutual Responsibility**

### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### **Notice**

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

#### **Notice of Claims**

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections  
13.4.1, 13.4.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.3.1, 9.6.6, 9.8

Orders, Written  
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## **OWNER**

### **2**

**Owner**, Definition of

#### **2.1.1**

**Owner**, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

**Owner**, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Owner's Authority**

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

**Owner's Insurance**

#### **11.2**

**Owner's Relationship with Subcontractors**

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's Right to Carry Out the Work**

**2.5**, 14.2.2

**Owner's Right to Clean Up**

#### **6.3**

**Owner's Right to Perform Construction and to Award Separate Contracts**

#### **6.1**

**Owner's Right to Stop the Work**

#### **2.4**

**Owner's Right to Suspend the Work**

14.3

**Owner's Right to Terminate the Contract**

14.2, 14.4

**Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

**Partial Occupancy or Use**

9.6.6, **9.9**

**Patching, Cutting and**

**3.14**, 6.2.5

**Patents**

3.17

**Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

**Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

**Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

**Payment, Final**

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

**Payment Bond, Performance Bond and**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## **PAYMENTS AND COMPLETION**

### **9**

**Payments to Subcontractors**

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

**PCB**

10.3.1

**Performance Bond and Payment Bond**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

**Permits, Fees, Notices and Compliance with Laws**

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

### **10**

**Polychlorinated Biphenyl**

10.3.1

**Product Data**, Definition of

**3.12.2**

**Product Data and Samples, Shop Drawings**

3.11, **3.12**, 4.2.7

**Progress and Completion**

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

**Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project**, Definition of

**1.1.4**

**Project Representatives**

4.2.10

## **Property Insurance**

10.2.5, 11.2

Proposal Requirements

1.1.1

## **PROTECTION OF PERSONS AND PROPERTY**

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

**Review of Contract Documents and Field**

**Conditions by Contractor**

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

**Rights and Remedies**

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

**Royalties, Patents and Copyrights**

3.17

Rules and Notices for Arbitration

15.4.1

**Safety of Persons and Property**

10.2, 10.4

**Safety Precautions and Programs**

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

**Samples, Definition of**

3.12.3

**Samples, Shop Drawings, Product Data and**

3.11, 3.12, 4.2.7

**Samples at the Site, Documents and**

3.11

**Schedule of Values**

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

**Separate Contractors, Definition of**

6.1.1

**Shop Drawings, Definition of**

3.12.1

**Shop Drawings, Product Data and Samples**

3.11, 3.12, 4.2.7

**Site, Use of**

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

**Specifications, Definition of**

1.1.6

**Specifications**

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

**Subcontractor, Definition of**

5.1.1

**SUBCONTRACTORS**

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

**Subcontractual Relations**

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

**Subrogation, Waivers of**

6.1.1, 11.3

**Substances, Hazardous**

10.3

**Substantial Completion**

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

**Substantial Completion, Definition of**

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

**Sub-subcontractor, Definition of**

5.1.2

Subsurface Conditions

3.7.4

**Successors and Assigns**

13.2

## **Superintendent**

**3.9, 10.2.6**

## **Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

## **Suppliers**

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,

9.10.5, 14.2.1

## **Surety**

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,

15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

## **Surveys**

1.1.7, 2.3.4

## **Suspension by the Owner for Convenience**

**14.3**

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

## **Taxes**

3.6, 3.8.2.1, 7.3.4.4

## **Termination by the Contractor**

**14.1, 15.1.7**

## **Termination by the Owner for Cause**

5.4.1.1, **14.2, 15.1.7**

## **Termination by the Owner for Convenience**

**14.4**

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

**14**

## **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

## **TIME**

**8**

## **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,

10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

## **Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,

5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,

15.1.2, 15.1.3, 15.4

## **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

## **Title to Work**

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

**12**

## **Uncovering of Work**

**12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

## **Unit Prices**

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

## **Use of Site**

**3.13, 6.1.1, 6.2.1**

## **Values, Schedule of**

**9.2, 9.3.1**

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

## **Waivers of Subrogation**

6.1.1, **11.3**

## **Warranty**

**3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,**

15.1.2

Weather Delays

8.3, 15.1.6.2

## **Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,

13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

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

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk



and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

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

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

### **§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or



equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,



compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of

other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

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

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

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

### **§ 5.3 Subcontractual Relations**

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

### **§ 5.4 Contingent Assignment of Subcontracts**

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

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

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## **§ 6.2 Mutual Responsibility**

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

**§ 6.2.2** If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## **§ 6.3 Owner’s Right to Clean Up**

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

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 General**

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

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.



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

## **§ 7.2 Change Orders**

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

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

## **§ 7.3 Construction Change Directives**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

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

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

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

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

#### **§ 8.2 Progress and Completion**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

#### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

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

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or

(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

### **§ 9.5 Decisions to Withhold Certification**

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

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

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### **§ 9.6 Progress Payments**

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

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.



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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

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

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

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

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

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

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

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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



## **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by

an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§ 11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

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

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

## **§ 12.3 Acceptance of Nonconforming Work**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

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

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

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

### **§ 13.5 Interest**

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

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

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



- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

## **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

## **§ 14.3 Suspension by the Owner for Convenience**

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

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

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

#### **§ 14.4 Termination by the Owner for Convenience**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 Claims**

##### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

### **§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

### **§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand



for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**"ATTACHMENT C"**

**eBIDDING REGISTRATION INSTRUCTIONS**

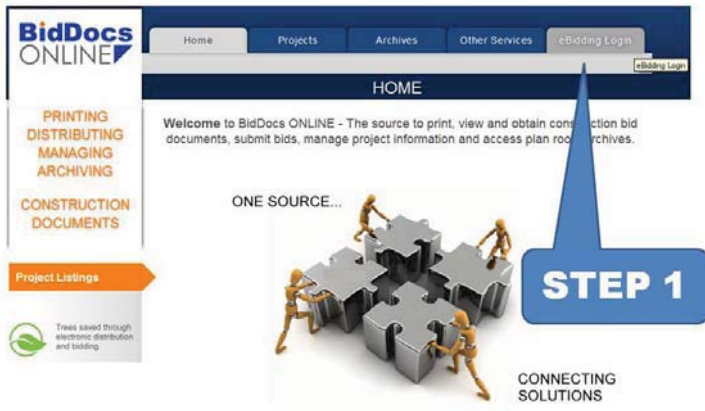
SEE FOLLOWING PAGES

# Tutorial #1

## eBidding REGISTRATION INSTRUCTIONS

Below are the step by step instructions on how to register to use BidDocs ONLINE eBidding. There is no cost to register. Start by going to

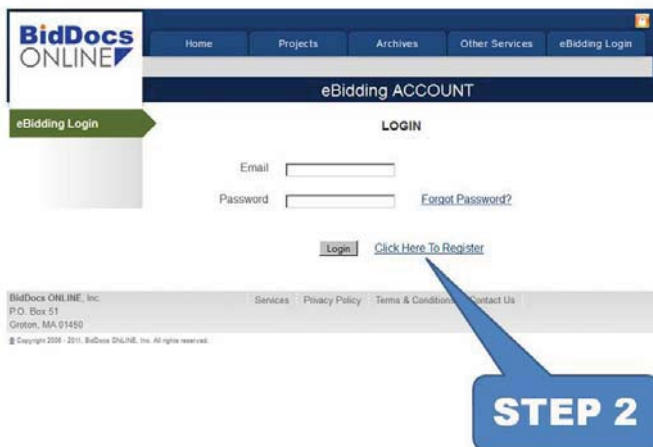
[www.biddocsonline.com](http://www.biddocsonline.com)



eBidding Registration Instructions

1

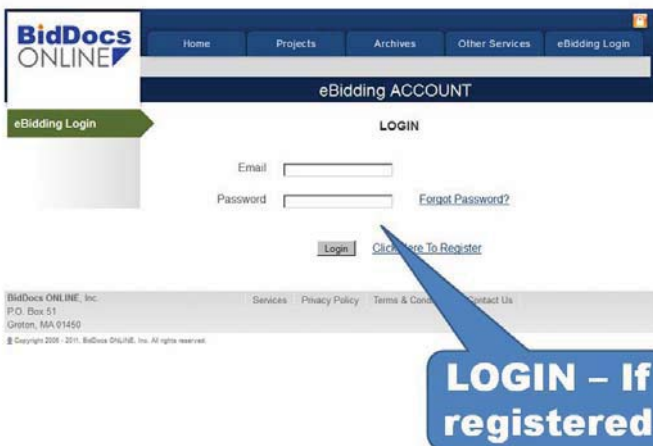
**STEP 1:** Click on the “eBidding Login” tab at the top of the page.



eBidding Registration Instructions

2

**STEP 2:** If your company has not previously registered, click on the text “[Click Here To Register](#)”.



eBidding Registration Instructions

3

**STEP 3:** If your company has previously registered, login by entering the registered email address and password and then click the “Login” button.

Note: Your company will have only one registration and must use the same password.

**eBidding ACCOUNT**

**REGISTRATION**

All fields must be completed to continue to your Electronic Bidder Account. Please remember to print, sign and forward your registration form and forward to BidDocs ONLINE, Inc. at least 3 days prior to submitting a bid.

User Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Person authorized to sign bids: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Type of Entity: ☐ Corporation ☐ SDO Certification ☐ Other ☐ Other ☐ Other

☒ Check if same as street address

Street Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Federal ID#: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Email: \_\_\_\_\_ Password: \_\_\_\_\_  
 Verify Password: \_\_\_\_\_

Your company must register as an Electronic Bidder in order to submit a bid on projects designated for Electronic Bidding on BidDocs ONLINE. The Electronic Bidder designation is separate and different from the Electronic Plan holder designation.

**IMPORTANT:** The original copy of the registration form must be forwarded to BidDocs ONLINE, Inc. It must be received three (3) business days prior to the bid date. The form must be sent via a delivery method that can trace the delivery to BidDocs ONLINE. An electronic bid may not be submitted unless the original form received by BidDocs ONLINE and authorization is confirmed.

Once your company is registered as an Electronic Bidder, your company may modify and update information at any time. The ELECTRONIC BIDDING SIGNATURE AUTHORIZATION FORM must be resubmitted if your company name or the person authorized to submit your bids changes. In such a case, an updated ELECTRONIC BIDDING SIGNATURE AUTHORIZATION FORM must be received by BidDocs ONLINE, Inc. no later than three (3) days prior to the bid date.

☐ I have read and agree to all terms and conditions

**Submit**

**STEP 3:** All fields must be completed in the registration form.

**STEP 4:** After completing the registration form, you must read and acknowledge the Terms and Conditions. Click the “Submit” button.

**BidDocs ONLINE**

Home Projects Archives Other Services eBidding Login

**eBidding ACCOUNT**

**LOGIN**

Email:   
 Password:  [Forgot Password?](#)

**Login** [Click Here To Register](#)

BidDocs ONLINE, Inc.  
 P.O. Box 51  
 Groton, MA 01459  
 © Copyright 2008 - 2011, BidDocs ONLINE, Inc. All rights reserved.

**STEP 5:** Enter the email and password previously created during the registration process and click “Login”.

**BidDocs ONLINE**

Home Projects Archives Other Services eBidding

**ELECTRONIC BIDDING**

**ACCOUNT AUTHORIZATION**

**IMPORTANT:** The original copy of the registration form must be forwarded to BidDocs ONLINE, Inc. no later than three (3) business days prior to the bid date. The form must be sent via a delivery method that can trace the delivery to BidDocs ONLINE. An electronic bid may not be submitted unless the original form is received by BidDocs ONLINE and authorization is confirmed.

**Note:** If your company name or authorized person submitting bids changes, you must complete a new authorization form and submit it to BidDocs ONLINE, Inc. at least 3 days prior to submitting a bid.

**BidDocs ONLINE Inc.**  
 P.O. Box 51  
 61 Skyfields Drive  
 Groton, MA 01450  
 Attn: eBid Signature Authorization Form

**Print Form**

**STEP 6:** After logging in, the account authorization screen will appear. You must click “Print Form” to proceed to Step 7.

**STEP 7**

**STEP 7:** Print and notarize the form (sign in blue ink). Return the original “Electronic Bidder Signature Authorization Form” to BidDocs ONLINE Inc.

The mailing address is:  
**BidDocs ONLINE Inc.**  
**P.O. Box 51**  
**61 Skyfields Drive (for overnight)**  
**Groton, MA 01450**

Your company is responsible for ensuring that BidDocs ONLINE receives the signed Electronic Bidder Signature Authorization Form a minimum of three (3) business days prior to the bid date. BidDocs ONLINE will notify you by email that your form has been received and processed. A unique bar code will identify your bid paperwork.

*Note: The registration form will remain “active” until such time that your company requests a change in the person signing the form, the company address or other pertinent company information. Your company is responsible for printing and resubmitting an updated form as required.*

**STEP 8**

**STEP 8:** While the Electronic Bidder Signature Authorization Form is being processed, you may commence completing the common forms (DCAM Eligibility and Sections 1-4 of the DCAM Update Statement) that are required for MGL c. 149 bids. (See Tutorial #2 - eBidding Common Forms Instructions)

Please note that you are responsible for completing the associated forms for each sub-trade and/or general bid as applicable.

**Summary: THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED BY THE AWARDING AUTHORITY.** You must submit your bid electronically at [www.biddocsonline.com](http://www.biddocsonline.com). At any time during the bidding process, you may print the various bid documents for your company's records. Additional instructions to complete the other bid forms are accessible on the BidDocs ONLINE website (click on the “Tutorial” tab at the bottom footer).

**"ATTACHMENT D"**

**SAMPLE CONTRACTOR APPLICATION FOR PAYMENT FORM (AIA G702)**

**SEE FOLLOWING PAGES**

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:

DISTRIBUTION TO:

PERIOD TO:

OWNER ☐

CONTRACTOR FOR:

ARCHITECT ☐

CONTRACT DATE:

CONTRACTOR ☐

PROJECT NOS:

FIELD ☐

OTHER ☐

FROM CONTRACTOR: VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM ..... \$
2. NET CHANGE BY CHANGE ORDERS ..... \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$
5. RETAINAGE:

a. % of Completed Work (Columns D + E on G703) \$

b. % of Stored Material (Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) ..... \$

6. TOTAL EARNED LESS RETAINAGE ..... \$  
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 minus Line 6) \$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

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

CONTRACTOR:

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

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

ARCHITECT:

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

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





Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Jamey Tesler, Secretary & CEO



April 28, 2022

Heather Butler  
Town Administrator  
17 State Street  
Shelburne Falls, MA 01370

Dear Heather Butler:

We are happy to announce \$100,000,000 in statewide funding for the Winter Recovery Assistance Program, also known as WRAP. WRAP provides supplemental funding to cities and towns for improvements to their transportation networks in response to this past winter's harsh weather. Program funding is allocated using a formula based on a municipality's share of local roadway mileage. Buckland's WRAP funding apportionment is \$141,717.62 based on its locally owned mileage of 42.494446789999998.

WRAP is a reimbursement-based program, and municipalities must enter into an agreement with MassDOT before incurring any costs. Funding must be spent on eligible expenses in order to be reimbursed by MassDOT, and municipalities must submit online project reports with each reimbursement request. Please only begin WRAP work after receiving a Notice to Proceed from MassDOT. To initiate the contracting process, email [WRAPReporting@dot.state.ma.us](mailto:WRAPReporting@dot.state.ma.us) with the contact information (including email address) of your municipality's authorized signatory. The spending deadline for WRAP funding is **June 30, 2023**.

Additional program details including contracting, eligible costs, project reporting, and key deadlines are available online at [www.mass.gov/winter-recovery-assistance-program-wrap](http://www.mass.gov/winter-recovery-assistance-program-wrap). Thank you for your commitment to improving the Commonwealth's transportation infrastructure.

Sincerely,

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor



# MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): TOWN OF BUCKLAND		<b>DEPARTMENT NAME:</b> Massachusetts Department of Transportation <b>MMARS Department Code:</b> DOT	
<b>Legal Address: (W-9, W-4,T&amp;C):</b>		<b>Business Mailing Address:</b> 10 Park Plaza, Boston MA 02116	
<b>Contract Manager:</b> Barry Del Castilho		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> twndadmin@town.buckland.ma.us		<b>Contract Manager:</b> Cassandra Gascon	
<b>Phone:</b> 413 625 6330	<b>Fax:</b> n/a	<b>E-Mail:</b> <a href="mailto:Cassandra.Gascon@dot.state.ma.us">Cassandra.Gascon@dot.state.ma.us</a>	
<b>Contractor Vendor Code:</b> VC6000191739		<b>Phone:</b> (857) 368-4636	<b>Fax:</b> n/a
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001. (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> 118144	
<b>RFR/Procurement or Other ID Number:</b> Chapter 42. Section 2E. Acts of 2022.			
<b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification, scope and budget)		<b>CONTRACT AMENDMENT</b> Enter <b>Current Contract End Date</b> <i>Prior</i> to Amendment: , 20 . Enter <b>Amendment Amount:</b> \$ . (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Date, Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Other Procurement Exception:</b> (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding <input checked="" type="checkbox"/> <a href="#">MassDOT TERMS AND CONDITIONS</a> <input type="checkbox"/> MassDOT IT TERMS AND CONDITIONS			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00. <input checked="" type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ _____.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Winter Recovery Assistance Program (WRAP) is for (1) rehabilitation, reconstruction, resurfacing or preservation of roadways and appurtenances; (2) repair or replacement of traffic control devices, signage, guardrails and storm grates or (3) road striping or painting. Funds distributed based on road mileage.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. <input checked="" type="checkbox"/> 2. may be incurred as of <b>July 1, 2022</b> , a date <b>LATER</b> than the Effective Date below and <b>no</b> obligations have been incurred <b>prior</b> to the Effective Date. ___ 3. were incurred as of , 20 , a date <b>PRIOR</b> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2023</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <a href="https://www.mass.gov/doc/massdot-terms-and-conditions-0/download">https://www.mass.gov/doc/massdot-terms-and-conditions-0/download</a> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: <u>Aug. 9, 2022</u> (Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: <u>Barry Del Castilho</u> Print Title: <u>Chair, Select Board</u>		<b>AUTHORIZING SIGNATURE FOR MassDOT:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time) Print Name: _____ Print Title: _____	

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



**CONTRACTOR LEGAL NAME :**

**CONTRACTOR VENDOR/CUSTOMER CODE:**

**INSTRUCTIONS:** Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

**NOTICE:** *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>
Barry Del Castilho	Chair, Select Board

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

\_\_\_\_\_  
Signature

Date:

Title: Chair, Select Board      Telephone: 413 625-6330 ext 5

Fax: n/a      Email: twnadmin@town.buckland.ma.us

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

**PROOF OF AUTHENTICATION OF SIGNATURE**

**This page is optional and is available for a department to authenticate contract signatures.  
It is recommended that Departments obtain authentication of signature for the signatory  
who submits the Contractor Authorized Listing.**

**This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.**

Signatory's full legal name (print or type):      **Barry Del Castilho**

Title:      **Chair, Select Board**

**X** \_\_\_\_\_

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

**AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:**

I, \_\_\_\_\_ (NOTARY) as a notary public certify that I witnessed  
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

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

My commission expires on:

AFFIX NOTARY SEAL

I, **Karen Blom** \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the  
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's  
authority as an authorized signatory for the Contractor on this date:

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

AFFIX CORPORATE SEAL

TOWN OF BUCKLAND  
APPLICATION FOR CURB CUT PERMIT

**PURPOSE:** To provide better protection of public safety through the orderly control of traffic entering and exiting a public way and to provide the necessary grade and drainage to protect the public way from damage.

**APPLICATION INFORMATION:**

Applicant: Bennie Iglesias + Maria DePaolis

Applicant Address: 167 East Buckland Rd

Applicant Telephone Number: 617-935-5091 or 617-6451820

Contractor (if any): DICK Hillman

Contractor Address: 230 Main St. Shelburne Falls

Contractor Telephone Number: 413-625-2847

Road on Which Curb Cut to be Made: Howes Road

Description of Work: New Driveway

Anticipated Start Date: Late April / Early May

Anticipated Completion Date: May

You MUST:

1) Submit a plan for any driveway that is to be created, altered, or closed, and the relationship to the access public way. Construction details are described under Section 5, Design Standards below. Attach a drawing/plan of the proposed curb cut or driveway and any necessary construction details. The curb cut and/or driveway must be designed in accordance with the provisions attached to this application. Any other information deemed necessary or applicable in the judgment of the Building Inspector or Highway Superintendent.

2) Receive written approval BEFORE BEGINNING ANY WORK. Any person who effectively creates or causes to be created, a curb cut without such authorization, may be subject to a fine or \$100.00 per day following certified notice, and is liable for damages and cost of repair, and must restore the area to its' original condition. Approval or denial must be rendered within forty (40) days of the submission/ acceptance date of the request. Incomplete applications do not initiate this deadline.

REVIEW OF APPLICATION:

Application must be submitted to: Board of Selectmen, Town of Buckland, 17 State Street, Shelburne Falls, Massachusetts 01370

Please submit one original and three copies of this application.

Must be signed at time of application.

I have read the attached Curb Cut Policy and agree to abide by them when implementing and maintaining the above-referenced project. I understand that the driveway shall be designed and must receive approval from the Board of Selectmen before a building permit for a newly constructed building is approved and the driveway construction shall be completed before any occupancy or use of the premises is permitted.

Applicant's Signature: Bonnie Iglorian

Date: 4/4/22

The Board of Selectmen must notify the Applicant making the application within twenty-one (21) days, in writing, indicating whether the application is approved or not. The Highway Superintendent shall consult with the Police Chief and the Fire Chief and other interested Town Officials to obtain their comments on the curb cut.

Reviewed by:

Highway Superintendent: [Signature]

Fire Chief: [Signature] See notes

Police Chief: [Signature]

✓ RESIDENTIAL FEE \$25.00 PAID CC# 208 4.5.2022  
 COMMERCIAL AND  
 INDUSTRIAL FEE \$25.00 PAID

APPLICATION RECEIPT DATE 4.5.2022 INITIALS DMJ

**DECISION OF APPLICATION**

☐ Permit is granted as it conforms to Town of Buckland standards.

☒ Permit is granted with the following modifications, standards, and restrictions:

*Please note:* Due to the narrow width of Howes Rd., please be sure that the  
driveway is wide enough to accomodate and maneuver a 35 foot  
piece of emergency equipment.

☐ Permit is granted but not subject to the design standards set forth in Section 5 of the Policy. Reasons:

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

☐ Permit is denied for the following Reasons:

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

Conditions attached to this permit must be followed. It will be the responsibility of the Applicant to notify all utility companies involved (Dig Safe number in Massachusetts is: 1-888-344-7233).

Said permit for the above shall be under direct inspection of the Highway Superintendent, and he will inspect the project during and after construction. He shall have the authority to halt construction and/or prohibit access to said driveway if construction is not in accordance with the approved plan until objectionable conditions are corrected.

The Board of Selectmen shall "sign off" on the permit after satisfactory completion of the construction.

Signatures of Buckland Board of Selectmen

---

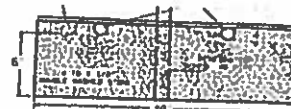
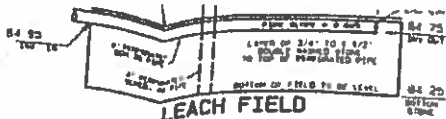
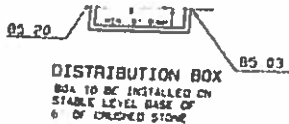
---

---

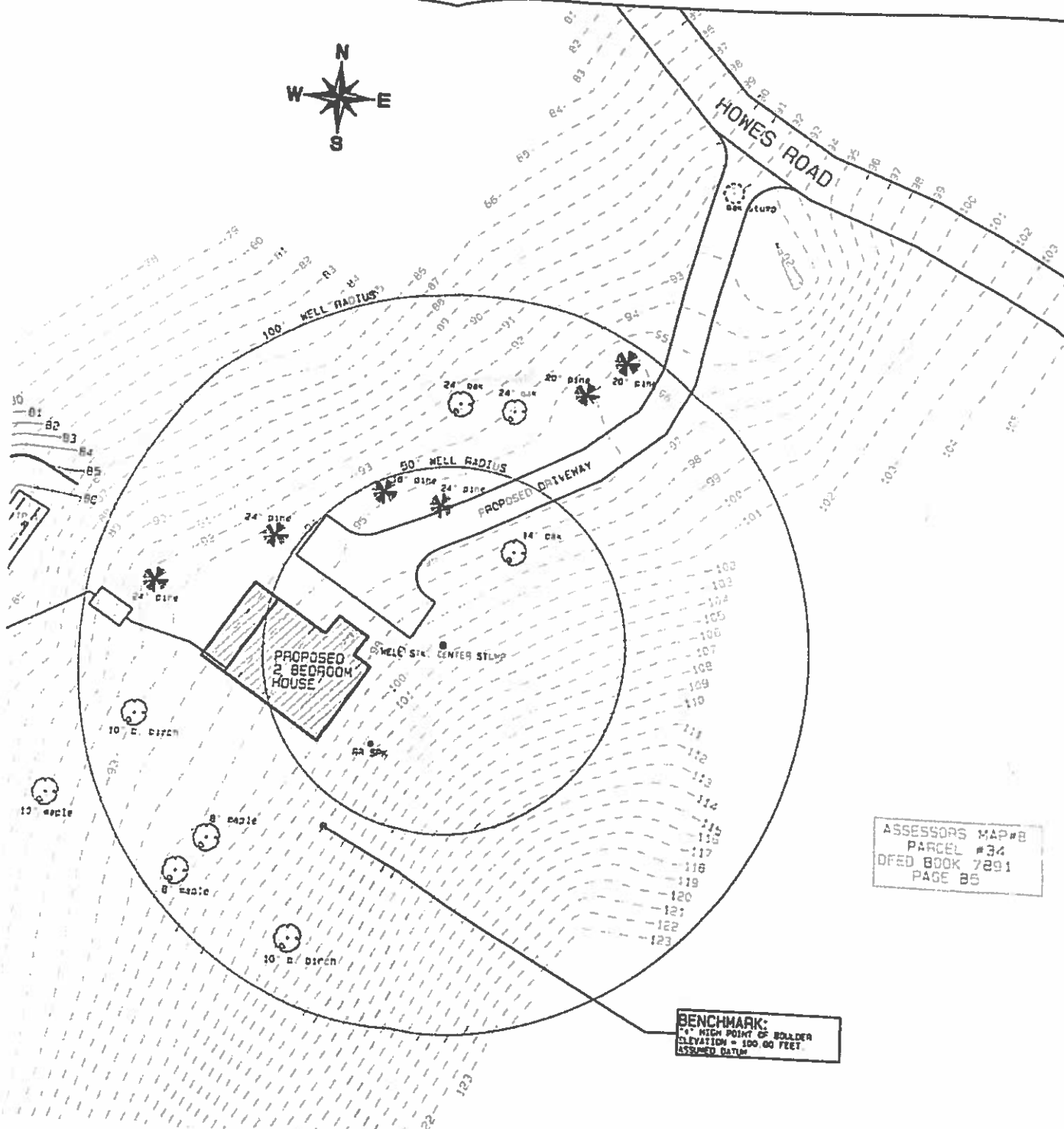
Date: \_\_\_\_\_

If approved:

Date Permit Released: \_\_\_\_\_



**GROUND WATER ELEV.**  
 EXISTING GROUND ELEVATION AT HIGHEST CORNER OF  
 THE PROPOSED LEACH AREA=84.00  
 ESHMT DEPTH ASSUMED AT 45" BELOW GRADE  
 BASED ON THE ESHMT IN TP #2  
 THE ESHMT ELEVATION AT THE HIGHEST CORNER=80.25



ASSESSORS MAP#8  
 PARCEL #34  
 OFD BOOK 7891  
 PAGE 85

**BENCHMARK:**  
 HIGH POINT OF BOULDER  
 ELEVATION = 100.00 FEET  
 ASSUMED DATUM

**SITE PLAN**  
 GRAPHIC SCALE 1"=20'



**BUCKLAND SELECT BOARD  
MEETING MINUTES  
Buckland Town Hall  
17 State Street  
Tuesday, July 12, 2022, 5:00 p.m.**

Attendees: Barry Del Castilho(Select Board Chair), Clinton Phillips (Select Board), Lawrence Wells (Select Board), Heather Butler (Town Administrator), Chief of Police Greg Bardwell, Bella Levavi (Greenfield Recorder), Dana McNay (Falls Cable), Pam Guyette (Administrative Assistant)

Barry Del Castilho opened the meeting at 5:00 p.m.

**2. Agenda Items**

a. **Police Services** – Chief Bardwell reported that they had a very productive meeting last Friday, July 8<sup>th</sup> with Morgan Clark from the Collins Center. He said that he feels that she has a good understanding of their objective to orchestrate public notification regarding the potential merger of the two departments. They would like to see community involvement and input that brings Shelburne and Buckland together at meetings. Mr. Del Castilho would like to have both Select Boards review the draft agendas for the public meetings. Chief Bardwell wants to be sure that there is plenty of transparency during this process. Ms. Butler noted that there will be a meeting on July 14<sup>th</sup> to address some concerns with the first agreement with Chief Bardwell. Shelburne Town Counsel has not approved the agreement yet, so our agreement is contingent on their approval. Mr. Phillips asked if there was a time frame for the first public hearings and Chief Bardwell responded that nothing has been scheduled yet but that the sooner the better but is hoping for an outdoor gathering in September.

4. **Items Not Reasonably Anticipated by Chair 48 Hours in Advance of Meeting** – Cross Street Closure, July 23. Since Chief Bardwell was in attendance, this agenda item was taken out of order to discuss. Chief Bardwell and Chief Guyette discussed the closure of Cross Street for the annual Summer Day on the Common. Cross Street will be completely closed for five hours and a section of Upper Street from Charlemont Road to Cross Street will also be closed to allow for safer pedestrian crossing. The two Chiefs will work together to place cones and signage. Mr. Del Castilho offered to make signs. Mr. Del Castilho made a **motion** to close Cross Street and Upper Street from 10 a.m. to 3 p.m., Mr. Phillips seconded. The **vote** in favor of the motion was **unanimous**.

b. **Special Town Meeting** – Mr. Del Castilho read the motion as recommended by Town Counsel: “Ms. Moderator, I move that the Town appropriate the sum of \$315,000 to fund the Buckland Community Pool Project, including design, site preparation, and construction, and any and all costs incidental or related thereto, without limitation; and that to fund such appropriation the Town transfer \$300,000 from the appropriation made for the Highway—Salt & Sand Shed pursuant to the vote taken on Article 15 of the May 7, 2022 Annual Town Meeting, and transfer \$15,000 from the appropriation made for the other Post-Employment Benefits Liability Trust Fund pursuant to the vote taken on Article 16 of the May 7, 2022 Annual Town Meeting.”

After discussion about whether the OPEB funds should be used to fund the project, Mr. DelCastilho made the following **motion**:

“Ms. Moderator, I move that the Town appropriate the sum of \$300,000 to fund the Buckland Community Pool Project, including design, site preparation, and construction, and any and all costs

incidental or related thereto, without limitation; and that to fund such appropriation the Town transfer \$300,000 from the appropriation made for the Highway—Salt & Sand Shed pursuant to the vote taken on Article 15 of the May 7, 2022 Annual Town Meeting.

Mr. Phillips seconded; Mr. Del Castillo wanted it noted we still resolve to fund the construction of the sand and salt shed; vote in favor of the motion was unanimous.

c. **Annual Appointments** – A motion was made by Mr. Phillips to accept all the Annual Select Board appointments as presented for 2022-2023; Mr. Wells seconded. The vote on the motion was unanimous in favor. It was noted that there are still several vacancies that need to be filled.

### 3. **Documents to Sign-**

- a. **Gap Grant, Wastewater Treatment Plant, PV Solar-** Ms. Butler explained that it was announced last month that funds will be made available to sewer districts. This would be for a PV solar array and mini splits for heating and cooling at the Waste Water Treatment facility. The deadline for applying for this grant is this Friday, July 15<sup>th</sup>. The grant would be for approximately \$206,000 with a ten percent match. The bill at the WWTF is currently \$1,000 to \$2,000 per month and solar would make a tremendous impact. Mr. Phillips made a motion to authorize the Chair to sign the Gap Grant application for energy reduction improvements to the Waste Water Treatment Facility on behalf of the Sewer Commissioners; Mr. Wells seconded; Ms. Butler clarified that this grant would be a grant administered by Buckland because it will impact the Plant facility that is maintained by the Town of Buckland. The vote on the motion was unanimous in favor.
- b. **Weston & Sampson, North Street engineering amendment-**Ms. Butler explained that this reconstruction would be for 2200 feet of road. What would normally take five years is now going to be 14 months. There is a cost associated with this expediency. The cost for project management through completion will be \$171,900. Mr. Phillips made a motion to approve the agreement with Weston & Sampson for \$171,900 to complete the FY23 TIP project, and further to authorize the use of Chapter 90 funds to offset the cost; Mr. Wells seconded. The vote on the motion was unanimous in favor.
- c. **Valare Architects, Inc.-**Ms. Butler requested that this item be tabled as another firm has come forward and she would like time to pursue this.

1. **Appointments** – 5:30 p.m. Dog Hearing: In attendance Kyle Dragon, ACO, Kyle Sweeney (tenant at 87 State Street), Dean Singer (52 North Street), Kari Lyden(52 North Street), Towner Smith (Landlord 87 State Street)

On May 25, 2022, Mr. Singer of 52 North Street had his canine attacked by another canine owned by neighbor Kyle Sweeney. Mr. Singer requested this hearing because he is concerned about the safety of his child as well as his dog. The dog in question had attacked another dog owned by Mr. Singer back in October of 2021. Mr. Dragon stated that the dog had previously used a cable tie out, after the first incident and wasn't having issues, so the owner stopped using the cable. Mr. DelCastilho asked about a fence. Mr. Sweeney explained that the fence that was in place currently was too small, and the landlord would need to okay a taller fence. Mr. Singer explained that their properties abut one another. He is concerned that this will continue to happen. He doesn't want anything to happen to the dog. Mr. Sweeney agrees that he is at fault. He expressed that he is having good conversations with Mr. Singer. He has spoken with his landlord about putting up a fence and sharing the cost. Mr. Phillips questioned if the dog is licensed. Mr. Dragon answered that the dog is now licensed. Mr. Dragon was questioned by the Board about what their options are. Mr. Dragon

explained that they can dismiss the case, declare the dog a nuisance dog, or declare the dog dangerous. He encouraged a Memorandum of Understanding between the Town and the dog owner that the dog be restrained by a tie out or fence. Mr. Dragon feels that a fence is best so neither dog would cross, and it is the Town's right to require a fence. Mr. Wells feels like a MOU is a good idea. Mr. Phillips feels like we have solid bylaws about the dog being under your control. Mr. Phillips made a **motion** that there be a Memorandum of Understanding that the dog be contained or restrained from this point forward. If an incident happens again, there will be more serious consequences. Mr. Wells seconded the motion. The **vote** on the motion was **unanimous**. Ms. Butler will prepare and send a Notice of Decision.

5. **Town Administrator's Report** – Ms. Butler would like to send a letter to the State Legislators regarding the House initiative to mandate hybrid meetings. The House is looking to make any in-person meeting also virtual. While our Planning and Zoning Boards are doing well with this, it is a tremendous amount of work and could require more staff to facilitate this. Mr. Del Castillo agreed that the Board would weigh in and will draft a letter on the Town's behalf.

There are some questions regarding the overtime policy. Funds were established unofficially for weekend trash pick-up. The personnel policy only mentions highway overtime for snow and ice. The Treasurer would like to see the personnel policy updated with something in writing regarding the trash pick-up. Ms. Butler will draft something for the next meeting to have them review and formalize. Mr. Del Castillo asked if the highway personnel mind the weekend hours and Ms. Butler replied that they do not.

6. **Public Comment** – None.

7. **Volunteer Recognition** – Ms. Butler would like to recognize all the individuals appointed to various committees at tonight's meeting. Additionally, the Summer Day on the Common volunteers were also recognized for their efforts to bring this event back after a hiatus due to the pandemic.

8. **Announcements** – The Buckland Summer Day on the Common will take place on Saturday, July 23, 2022 from 10:00 a.m. to 3:00 p.m.. There will be a Special Town Meeting on July 25, 2022 at 7:00 p.m. at the Buckland Recreation Area Pavilion

At 6:00 p.m, Mr. Del Castillo made a **motion** to adjourn; Mr. Phillips seconded. The **vote** on the Motion was **unanimous**. Meeting adjourned at 6:00 p.m..

Barry L. Del Castillo

---

Clinton Phillips

---

Lawrence Wells

---