Barnstable County Purchasing Department

INVITATION FOR BID

Barnstable County Superior Courthouse Exterior Restoration

IFB #: 8115

Date: March 25, 2026

TABLE OF CONTENTS

	Section Number
Bidding And Contract Requirements	
Invitation To Bid	00020
Instructions To Bidders	00100
Form of General Bid (SEPARATE DOCUMENT)	00300
Form of Sub-Bid (SEPARATE DOCUMENT)	00400
Agreement	00500
Construction Performance Bond	00610
Construction Payment Bond	00620
General Conditions	00700
Supplemental General Conditions	00750
Special Conditions	00800
Excerpts from Applicable State Law	00850
Attachment A - Wage Rates	
Attachment B - Bonfire Submission Instructions	
Appendix A - Commonly Used Forms	
Specifications & Drawings (SEPARATE DOCUMENTS)	

SECTION 00020

INVITATION FOR BIDS

Barnstable County invites sealed bids for Barnstable County Superior Courthouse Exterior Restoration per Bid No. 8115

The bid documents may be obtained electronically online at https://barnstablecounty.bonfirehub.com where they are publicly available as of March 25, 2026 at 8:00AM.

Bids are due for Filed Sub-Bids on Wednesday, April 15, 2026 at 11:00AM & General Contractor Bids on Thursday, April 23, 2026 at 11:00AM. **THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED**. It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

A pre-bid meeting is strongly recommended and is scheduled for: Wednesday, April 1, 2026, at 10:00am. Bidders shall meet outside the rear main entrance of Barnstable Superior Courthouse located at 3195 Main St (Route 6A), Barnstable, MA 02630. It is imperative that all prospective bidders have a representative in attendance.

Certification by the Division of Capital Asset Management and Maintenance (DCAMM) is required for General/Prime Contractors in the category of: Historical Building Restoration and filed sub-bid trades for the categories of Masonry, Roofing, Metal Windows, and Painting.

A performance bond in an amount equal to 100 percent of the total amount of the contract price with a surety company qualified to do business in the Commonwealth of Massachusetts will be required for the faithful performance of the contract, as well as a labor and materials bond in an amount equal to 100 percent of the total contract price.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including, but not limited to G.L. c.149, §§44A-44H, as amended.

Attention is directed to the minimum wage rates to be paid as determined by the Commissioner of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder.

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

The County reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the County.

Jennifer Frates
Chief Procurement Officer

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The County of Barnstable, Massachusetts, herein called the Owner, acting by and through its Board of Regional Commissioners, will receive sealed Bids for the project known as the **Barnstable County Superior Courthouse Exterior Restoration** Project.

All bid responses will be received online prior to the date and time specified below for the project titled **IFB # 8115 Barnstable County Superior Courthouse Exterior Restoration** to the Bonfire Online Bidding Tool which can be accessed online at https://barnstablecounty.bonfirehub.com All required documents must be submitted in the format specified, all fields must be completed as specified and the documents must be submitted to the correct project folder in order for the bid response to be complete. ***Hard copy bid responses will not be accepted.*** It is the bidder's sole responsibility to familiarize themselves with the Bonfire Online Bid Submission Platform and the online bid submission process and requirements.

Vendors who wish to be considered for this project should submit their bids per the instructions above to the County prior to the date and time specified below.

Bids are due for Filed Sub-Bids on Wednesday, April 15, 2026 at 11:00AM & General Contractor Bids on Thursday, April 23, 2026 at 11:00AM. No late bids will be accepted.

Bids will be opened publicly online immediately after the bid closes through Microsoft Teams. A link is provided in the Bonfire Portal for any member of the public who would like to join.

2. Location and Work to be Done

Barnstable County is soliciting bids from qualified contractors for a major exterior renovation of the historic Superior Courthouse originally constructed in 1832, located at 3195 Main Street, Barnstable Village. The project will include exterior façade updates to the original Quincy granite, wood columns, cornice, windows and trim, and includes some structural work to the brick arches in the interior basement. No major renovations have been made to the Superior Courthouse since the last addition of 1972.

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

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

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

Certification by the Division of Capital Asset Management and Maintenance (DCAMM) is required for General/Prime Contractors in the category of: **Historical Building Restoration** and filed sub-bid trades for the categories of **Masonry, Roofing, Metal Windows, and Painting**. A copy of the DCAMM Certification and Update Statement are required to be submitted with all responses in which the estimated cost provided by the County is in excess of ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000.00). The apparent low General Bidder may be required to submit a contractor qualification statement no later than five (5) business days of the opening of General Bids.

3. Preparation of Bid

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

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

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

A properly executed bid security shall be included in the bid.

Bid signatures will be checked.

All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID, and 00400, FORM OF SUB-BID for bidders submitting a filed sub bid.

5. Modification

Any bids may be withdrawn or modified prior to the date and time stated in the bid for the opening of bids. Such withdrawal or modification must be done by the bidder online through the Bonfire Online Bidding Tool.

After the bid opening, a Bidder may not change any provision of the bid in a manner prejudicial to the interests of the County for fair competition. Minor informalities will be waived, or the Bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended correct bid, and the Bidder will be notified in writing; the Bidder may not withdraw the bid. A Bidder may withdraw a bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident.

If this bid is received electronically, Bidders are solely responsible for obtaining and completing required attachments that are identified in this bid and for checking for any addenda or modifications that are subsequently made to this bid or attachments. Barnstable County accepts no liability and will provide no accommodation to Bidders who fail to check for amended bids and submit inadequate or incorrect responses.

Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

6. Ability and Experience of Bidder

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

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

7. Conditions of Work

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

8. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Owner.

Any clarification of requirements or requests for additional information by proposers must be made in writing to the Bonfire Public Q&A https://barnstablecounty.bonfirehub.com and submitted no later than the deadline as referenced in the Submission instructions, Attachment B. Answers to all questions will be made in writing and posted online as an addendum to the **IFB # 8115 Barnstable County Superior Courthouse Exterior Restoration** on the bid website as an attachment under the bid information: https://barnstablecounty.bonfirehub.com

Vendors with multiple questions shall submit up to 10,000 words in a single post within the Public Q&A section of Bonfire.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Owner. The bonds shall remain in force for one year after final acceptance of the work by the Owner, unless the Owner, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

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

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written out in full. Attention is directed to Section 00850 and to other applicable sections of the Contract Documents.

12. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Owner, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

13. Obligation of Bidder

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

14. Information Not Guaranteed

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

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

If is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

15. Bid Security

Bid Security shall be made payable to the County in an amount of five percent (5%) of the Bidder's maximum Bid price and in the form of a Bid Bond.

16. Right to Reject Bid

The Owner reserves the right to waive any informalities in bids and to reject any and all bids, should the Owner deem it to be in the public interest to do so.

The Owner may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

17. Time for Completion

The successful Contractor shall commence work, (submittal process, etc.) within two (2) weeks of receipt of written Notice to Proceed by the Owner, unless otherwise ordered in writing by the Owner. Contractor is to provide proposed schedule with bid submission. Prior to contract award, an approved schedule will be agreed upon between the Owner and the Contractor. It is the intent of the Owner for the Contractor to execute this project for the installation of the work to commence as soon as all materials and procedures are approved by the Owner and Engineer.

Milestone dates are as follows:

1. **Commence Mobilization: June 1, 2026**
2. **Achieve Substantial Completion by April 30, 2027**
3. **Achieve Final Completion no later than July 1, 2027**

18. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

19. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 149, Section 44A(2), as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

20. Statutes Regulating Competitive Bidding

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

21. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

22. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

23. INSURANCE

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, and Barnstable County and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The County shall be named as an additional insured. The Contractor covenants and agrees to hold the County and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

24. PROJECT MANAGER

In addition to a project Architect/Engineer, the Owner may utilize the services of a project manager, whose duties shall be as set forth in the Agreement for Project Manager Services.

25. Certificate of Eligibility and Update Statement

In accordance with G.L. c.149, §44D, every bid and sub-bid must be accompanied by a copy of a certificate of eligibility issued by the Division of Capital Asset Management showing that the bidder or sub-bidder has the classification and capacity rating to perform the work required. An appropriate update statement must also be provided with each bid. Any bid or sub-bid submitted without an appropriate certificate of eligibility or update statement shall be invalid.

26. VENDOR SELF SERVICE (VSS) - ONLINE SUPPLIER PORTAL

For Vendors doing business with the Departments within the County Regional Government, Vendor Self Service (VSS) is available to enter and maintain contact and remittance information, discount and payment terms, designated contact persons, view current and prior 1099 data, purchase orders, invoices and checks.

Vendors are encouraged to visit: https://selfservice.capecod.gov/vss to register and click Vendor Self Service. Instructions are available on the landing page to help with registration.

If you have done business with the County before, please be sure to have your vendor number and register as an existing vendor.

If you need your login information or have general questions, please email accounts.payable@capecod.gov, purchasing questions, please email purchasing@capecod.gov and banking information questions, please email treasury@capecod.gov.

The registration process takes 1-5 business days to finalize upon receipt of a completed, correct and signed W-9. For a blank W-9 form, visit IRS Website for the most recent version.

27. COLLECTIVE PURCHASING

In the event that the County is the lead agency in the procurement on behalf of the Towns in Barnstable County and Political Subdivisions listed in Attachment A, the following shall apply:

A. *Participating Entities:* Reserve the right to reject their portion of the bid, waive any informalities.
Towns and Agencies not included in the bid and/or award will not be allowed to "piggyback" on this procurement.

B. *Contractual Terms and Conditions:* A Barnstable County contract for services will be executed as part of this procurement process.
Termination of a contract or services by any municipality shall not invalidate or alter the terms of a contract or services with any other municipality.

Some Towns or suppliers may require entering into their own specific agreements in addition to the execution of the County contract. Please note that the terms and conditions of these additional agreements shall not supersede the County contract terms and conditions. Participants are encouraged to submit these documents to their legal counsel for review.

C. *Supplier Disputes:* Participating entities are to attempt to resolve any matters directly with the Supplier with no involvement from the County. Only in the event of an unresolved dispute will the County attempt to settle the issue if it pertains to the services provided in the subject contract.

SECTION 00500

AGREEMENT

THIS AGREEMENT made this _____ day of _____

in the year Two Thousand and ____, between _____, with a usual place

of business at _____, hereinafter called the

CONTRACTOR, and Barnstable County, acting by its _____, with a usual place of business at

_____ Street, _____, MA _____, hereinafter called the OWNER.

The CONTRACTOR and the OWNER, for the consideration hereinafter named, agree as follows:

1. Scope of Work

The Contractor shall furnish all labor, materials, equipment and insurance to perform all work required for the project known as the _____ Project, in strict accordance with the Contract Documents and all related Drawings and Specifications. The said Documents, Specifications, Drawings and any supplemental general conditions are incorporated herein by reference and are made a part of this Agreement.

2. Contract Price

The Owner shall pay the Contractor for the performance of this Agreement, subject to additions and deductions provided herein, in current funds, the sum of _____.

3. Commencement and Completion of Work and Liquidated Damages

It is agreed that time is of the essence of this Agreement. The Contractor shall commence and prosecute the work under this Agreement upon execution hereof and shall complete the work on or before _____.

A. Definition of Term: The Term "Substantial completion" shall mean the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the project, or designated portion(s) thereof, for the use for which it is intended.

B. Time as Essential Condition: It is understood and agreed that the commencement of and substantial completion of the work are essential conditions of this Agreement. It is further agreed that time is of the essence for each and every portion of the Contract Documents wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract Documents any additional time is allowed for the completion of any work, the new time fixed by such extension shall be of the essence of this Agreement. It is understood and agreed that the times for the completion of the work are reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

C. Progress and Completion: Contractor shall commence work promptly upon execution of this Agreement and shall prosecute and complete the work regularly, diligently and uninterruptedly at such a rate of progress as will insure Substantial Completion within the stipulated number of calendar days.

D. Liquidated Damages: It is expressly agreed between the Contractor and the Owner that the Contractor will be responsible for all damages which may arise due to the Contractor's failure to substantially complete the work within the above specified time. If the Contractor shall neglect, fail or refuse to complete the work within the specified number of days, or any extension thereof authorized by the Owner, Contractor agrees, as a part of the consideration for the execution of this Contract by the Owner, to pay the Owner the amount specified herein, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day, excluding Saturdays, Sundays and legal Holidays, that the Contractor shall be in default of Substantial completion after the date specified in the Agreement. Due to the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates. The amount of liquidated damages shall be $1000.00 per day.

4. Performance of the Work

A. Direction of the Work: The Contractor shall supervise and direct the Work, using his best skills and attention 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 maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

B. Responsibility for the Work: (1) The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. 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.

(2) The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

C. Permits and Fees: Unless otherwise expressly provided, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Agreement and which are legally required at the time the bids are received, and the same shall at all times be the property of the Owner and shall be delivered to the Owner upon completion of the Project.

D. Notices, Compliance With Laws: (1) The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

(2) If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

(3) If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

(4) In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

E. Project Superintendent: The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

F. Progress Schedule: The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Owner's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

G. Drawings, Specifications and Submittals:

(1) The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, and "As-Built" Drawings and Specifications in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be delivered to the Owner upon completion of the Work.

(2) By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he

has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

(3) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submission and the Owner has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Owner's approval thereof.

(4) The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Owner on previous submittals.

(5) No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Owner. All such portions of the Work shall be in accordance with approved submittals.

H. Protection of the Work and Owner's Property: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Agreement. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury. The Contractor shall clean the work area and restore it to its original condition upon completion of the work.

I. Quality of the Work: The Contractor shall perform the work in a good, workmanlike manner. The Contractor hereby guarantees that the entire work constructed by him under the Agreement will meet fully all requirements thereof as to quality of workmanship and materials. The Contractor hereby agrees to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with respect to any provisions of the Contract Documents. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the Owner for the cost thereof.

J. Warranty: The Contractor guarantees to Owner that all materials incorporated into the work will be new unless otherwise specified or agreed. Prior to final payment, the Contractor shall deliver to the Owner all manufacturers' warranties, together with such endorsements or assignments as are necessary to ensure to the Owner the full rights and benefits of such warranties.

5. <u>Affirmative Action/Equal Employment Opportunity</u>

The Contractor is directed to comply with all applicable State Laws, Ordinances, Bylaws, and rules and regulations regarding affirmative action/equal employment opportunity requirements. Failure of the Contractor to comply with any such law, rule or regulation shall constitute grounds for the Owner to terminate the Agreement.

6. Site Information Not Guaranteed; Contractor's Investigation

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

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

Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, rules, ordinances, and regulations that in any manner may affect costs, progress, or performance of the work. Contractor has made, or has caused to be made, examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in the paragraph above as he deems necessary for the performance of the work at the Contract Price, within the Contract Time, and in accordance with the other Terms and Conditions of the Contract Documents; and no additional examinations, tests, investigations, reports, and similar data are or will be required by the Contractor for such purposes.

Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the Contract Documents. Contractor has given the Owner written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof by the Owner is acceptable to the Contractor.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

7. Project Architect or Engineer

There ___ is ___ is not a project architect-engineer for this project who is _____. Except as otherwise indicated in the Contract Documents, the Architect/Engineer shall be a representative of the Owner and the Contractor shall direct all communications, questions and comments on the work and the performance thereof to the Architect/Engineer. Except as otherwise provided, the Architect/Engineer shall have all the authority of the Owner set forth in the Contract Documents. In general, the Architect/Engineer shall have the authority to review the performance of the work, reject work which is defective or otherwise does not comply with the Contract Documents and to order the Contractor to remedy defective work and take such actions which are necessary to make the work conform to the Contract Documents.

8. Wage Rates

Prevailing Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provisions of Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this project. It is the responsibility of the Contractor to provide the County with certified payrolls and to comply with all requirements of the above-cited statutes.

The schedules of prevailing wage rates are included in the Contract Documents.

9. Payments to the Contractor

Within fifteen (15) days after receipt from the Contractor of a proper and satisfactory periodic estimate requesting payment of the amount due for the preceding month, the Owner shall have fifteen (15) days to make payment for:

A. The work performed during the preceding month.

B. The materials not incorporated in the Work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title, or to which a Subcontractor has title and has authorized the Contractor to transfer title to the Owner.

C. Less the following retention items:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor.

2. A retention for direct payments to Subcontractors, if any, based on demands for same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws.

3. A retention not exceeding five percent (5%) of the approved amount of the periodic payment.

D. After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after the Contractor fully completes the Work, or substantially completes the Work so that the value of the Work remaining to be done is, on the estimate of the Owner, less than 1% of the original Contract Price, or substantially completes the Work and the Owner takes possession or occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the Contract less:

1. A retention based on an estimate of the fair value of the Owner's claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work.

2. A retention for direct payments to Subcontractors, if any, based on demands of same in accordance with the provisions of Section 39F of Chapter 30 of the General Laws, or based on the record of payments by the Contractor to the Subcontractors under this Contract if such record of payment indicates that the

Contractor has not paid Subcontractors as provided in Section 39F of Chapter 30 of the General Laws.

If the Owner fails to make payment as herein provided, there shall be added to each such payment, daily interest at the rate of 3 percentage points above the rediscount rate than charged by the Federal Reserve Bank of Boston, commencing on the first day after said payment is due, and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount of a periodic estimate for final payment until fifteen (15) days after receipt of such a periodic estimate by the Owner as provided in the first paragraph of this Article. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

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

E. Changes in the Work: No changes in the work covered by the approved Contract Documents shall be made without prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

(a) Unit bid prices previously approved.

(b) An agreed lump sum.

(c) The actual cost of:

(1) Labor.

(2) Materials entering permanently into the work.

(3) The ownership or rental cost of construction equipment during the time of use on the extra work.

(4) Power and consumable supplies for the operation of power equipment.

(5) Wages to be paid.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

F. Claims for Additional Costs: If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the County on account of any delay in the commencement or performance of the work and/or any hindrance, delay or suspension of any portion of the work including, but not limited to, any claims or damages on account of having to perform out of sequence work, claims for damages on account of loss of production or other interference with the work whether such delay is caused by the County or otherwise, except as and to the extent expressly provided under G.L. c.30, §39O in the case of written orders by the County. The Contractor acknowledges that the Contractor's sole remedy for any such claim will be an extension of time as provided herein.

10. Final Payment, Effect

The acceptance of final payment by the Contractor shall constitute a waiver of all claims by the Contractor arising under the Agreement.

11. Contract Documents

The Contract Documents consist of the following, together with this Agreement:

Invitation to Bid
Instructions to Bidders
This Contract Form
Bid Form
Performance Bond
Labor & Materials Payment Bond
Non-Collusion Certificate
Tax Compliance Certificate
Clerk's Certificate of Corporate Vote
Certificate of Insurance
General Conditions
Supplementary General Conditions
General Requirements
Specifications and Addenda
Contract Drawings
Schedule of Prevailing Wages
(Strike out any inapplicable item)

12. Terms Required By Law

This Agreement shall be considered to include all terms required to be included in it by the Massachusetts General Laws, and all other laws, as though such terms were set forth in full herein.

13. Indemnification

The Contractor shall indemnify and hold harmless the Owner from and against any and all claims, damages, losses, and expenses, including attorney's fees, arising out of the performance of this Agreement when such claims, damages, losses, and expenses are caused, in whole or in part, by the acts, errors, or omissions of the Contractor or his employees, agents, subcontractors or representatives.

14. Insurance

The Contractor shall purchase and maintain such insurance as will protect both the Owner and the Contractor from claims which may arise under the Agreement, including operations performed for the named insured by independent contractors and general inspection thereof by the named insured. In addition, the Contractor shall require its subcontractors to maintain such insurance. Coverage shall be provided for:

1. claims under workers' or workmen's compensation, disability benefit and other applicable employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person;

5. claims for damages, including damages to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

7. claims involving contractual liability applicable to the Contractor's obligations under Article 13.

The limits of liability for coverage required under the preceding paragraph shall be as Specified in the Supplemental Conditions.

Except for Workmen's Compensation, all liability coverage shall name the County as an additional insured and shall provide for 30 days prior written notice to the County of any modification or termination of coverage provided thereby. The Contractor shall provide the Owner with appropriate certificate(s) of insurance evidencing compliance with this provision prior to the commencement of any work under this Agreement.

15. Notice

All notices required to be given hereunder shall be in writing and delivered to, or mailed first class to, the parties' respective addresses stated above. In the event that immediate notice is required, it may be given by telephone or facsimile, but shall, to the extent possible, be followed by notice in writing in the manner set forth above.

16. Termination

A. Each party shall have the right to terminate this Agreement in the event of a failure of the other party to comply with the terms of the Agreement. Such termination shall be effective upon seven days' notice to the party in default and the failure within that time of said party to cure its default.

B. The Owner shall have the right to terminate the Agreement without cause, upon ten (10) days' written notice to the Contractor. In the event that the Agreement is terminated pursuant to this subparagraph, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work 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 material 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 Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interests.

17. Miscellaneous

A. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified; but if the Contractor believes or has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner, and thereafter the Owner insists on the use of the design, process or products specified.

B. Assignment: The Contractor shall not assign or transfer any of its rights, duties or obligations under this Agreement without the written approval of the Owner.

C. Governing Law: This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts.

D. By its signature hereon, the Contractor certifies, under the pains and penalties of perjury, that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Remainder of page intentionally blank.]

AGREED:

Barnstable County, Massachusetts
(Owner)

By_____

_____
(Name)

_____
(Title)

_____
(Contractor)

By_____

_____
(Name)

_____
(Title)

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 City/Town of _____, 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 _____ day of _____, 20___ (the "Construction Contract"), for the construction described as follows: _____
_____.

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 City/Town of _____, 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 _____ day of _____, 20___, for the construction described as follows:

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:

_____
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 00700

GENERAL CONDITIONS

EJCDC C-700 Standard General Conditions of the Construction Contract

(2007 edition)

Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement

Instructions

Before you use any EJCDC document:

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3. If you modify the document, you must follow the instructions in the License Agreement about notification.

4. Also note the instruction in the License Agreement about the EJCDC copyright.

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You should carefully read the following terms and conditions before using this document. Commencement of use of this document indicates your acceptance of these terms and conditions. If you do not agree to them, you should promptly return the materials to the vendor, and your money will be refunded.

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Term:

The license is effective until terminated. You may terminate it at any time by destroying **EJCDC Design and Construction Related Documents** altogether with all copies, modifications and merged portions in any form. It will also terminate upon conditions set forth elsewhere in this Agreement or if you fail to comply with any term or condition of this Agreement. You agree upon such termination to destroy **EJCDC Design and Construction Related Documents** along with all copies, modifications and merged portions in any form.

Limited Warranty:

EJCDC warrants the CDs and diskettes on which **EJCDC Design and Construction Related Documents** is furnished to be free from defects in materials and

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EJCDC's entire liability and your exclusive remedy shall be:

1. the replacement of any document not meeting EJCDC's "Limited Warranty" which is returned to EJCDC's selling agent with a copy of your receipt, or

2. if EJCDC's selling agent is unable to deliver a replacement CD or diskette which is free of defects in materials and workmanship, you may terminate this Agreement by returning EJCDC Document and your money will be refunded.

In no event will EJCDC be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use **EJCDC Design and Construction Related Documents** even if EJCDC has been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America — Skill Responsibility Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 10
4.01 Availability of Lands 10
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 11
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 16
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 18
5.06 Property Insurance 18
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21
5.09 Acceptance of Bonds and Insurance; Option to Replace 21

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5.10 Partial Utilization, Acknowledgment of Property Insurer 21

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 26
6.08 Permits 27
6.09 Laws and Regulations 27
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 30
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 32
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 34
7.01 Related Work at Site 34
7.02 Coordination 35
7.03 Legal Relationships 35

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 36
8.08 Inspections, Tests, and Approvals 36
8.09 Limitations on Owner's Responsibilities 36
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37
9.02 Visits to Site 37
9.03 Project Representative 38

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9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 38
9.07 Determinations for Unit Price Work 38
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 40
10.03 Execution of Change Orders 40
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 44
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 45
12.01 Change of Contract Price 45
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 48
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 49
13.06 Correction or Removal of Defective Work 49
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 51

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 54
14.04 Substantial Completion 55
14.05 Partial Utilization 55
14.06 Final Inspection 56
14.07 Final Payment 56
14.08 Final Completion Delayed 57
14.09 Waiver of Claims 58

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Article 15 – Suspension of Work and Termination 58
15.01 Owner May Suspend Work 58
15.02 Owner May Terminate for Cause 58
15.03 Owner May Terminate For Convenience 59
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 60
16.01 Methods and Procedures 60

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 61
17.03 Cumulative Remedies 61
17.04 Survival of Obligations 61
17.05 Controlling Law 61
17.06 Headings 61

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement. For the purpose of the subject project, the term "Engineer" shall be synonymous with the term "Architect"

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

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

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

   a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

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

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

   a. reviewing and checking all such information and data;

   b. locating all Underground Facilities shown or indicated in the Contract Documents;

   c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

   d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

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4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Specifications identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

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

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to

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permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

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ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners,

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employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

   a. Such insurance shall remain in effect for two years after final payment.

   b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of

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them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

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E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

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5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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2. *Substitute Items:*

   a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

   b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

   c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

   d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

      1) shall certify that the proposed substitute item will:

         a) perform adequately the functions and achieve the results called for by the general design,

         b) be similar in substance to that specified, and

         c) be suited to the same use as that specified;

      2) will state:

         a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

         b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

         c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

      3) will identify:

         a) all variations of the proposed substitute item from that specified, and

         b) available engineering, sales, maintenance, repair, and replacement services; and

      4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

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B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or

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entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

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

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

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6.12 *Record Documents*

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

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts

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any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

1. *Shop Drawings:*

a. Submit number of copies specified in the General Requirements.

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

2. *Samples:*

a. Submit number of Samples specified in the Specifications.

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

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

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the

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Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

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3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

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

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6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe

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access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws

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and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations

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on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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

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

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of,

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and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of

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executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

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E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

    g. The cost of utilities, fuel, and sanitary facilities at the Site.

    h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

    i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

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1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in

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the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

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

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

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

   b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

   c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

   f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

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

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

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architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

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13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's

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review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

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14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

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1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

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d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

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

C. *Payment Becomes Due:*

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

14.08 *Final Completion Delayed*

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

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14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

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2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

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dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

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2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 00750

SUPPLEMENTARY CONDITIONS

Insert standard Supplementary General Conditions to EJCDC C-700

SUPPLEMENTARY CONDITIONS – REDLINE VERSION

Project: Barnstable County Superior Courthouse – Exterior Restoration

Document: EJCDC C-700 (2007 Edition) – Project Specific Modifications

Redline Legend:

Added text | ~~Deleted text~~

ARTICLE 1 – DEFINITIONS

ADD: "Historic Structure" means the Barnstable County Superior Courthouse, listed on the National Register of Historic Places.

ADD: "Restoration Work" includes masonry repointing, granite repair, wood trim replacement, historic replica window replacement, precast repair, and selective roof membrane replacement.

ADD: "Owner-Performed Disconnect/Reinstall Work" means temporary removal and reinstallation of electrical, HVAC, and wall-mounted equipment by Owner.

ARTICLE 2 – PRECONSTRUCTION AND PHASING

ADD: Contractor shall submit a detailed Site Logistics and Staging Plan for Owner approval prior to mobilization.

ADD: Overhead pedestrian protection extending minimum 8 feet from entrances shall be provided.

ARTICLE 4 – DIFFERING SITE CONDITIONS

MODIFY: Concealed deterioration within multi-wythe masonry, terra cotta backup walls, granite assemblies, and window openings shall qualify as Differing Site Conditions if not reasonably discoverable.

ADD: Exploratory window removals are investigative only and additional concealed damage shall be subject to equitable adjustment.

ARTICLE 5 – BONDS AND INSURANCE

ADD: Builder's Risk shall include Ordinance or Law coverage and Historic Restoration endorsement.

ADD: Coverage shall include scaffolding, temporary protection, and partial occupancy.

ARTICLE 6 – CONTRACTOR RESPONSIBILITIES

ADD: Contractor shall maintain building interior in dust-free condition at all times.

ADD: Mortar shall match historic composition and tooling; mockups required prior to production work.

ADD: No sandblasting permitted; cleaning methods shall not damage historic masonry.

ADD: Replacement wood trim shall match existing historic profiles exactly.

ADD: Contractor shall comply with asbestos abatement requirements and shall not disturb plaster beyond indicated limits.

ARTICLE 7 – COORDINATION WITH OWNER

ADD: Contractor shall provide minimum ten (10) business days' notice for Owner-performed disconnect/reinstall activities.

ADD: All personnel shall comply with courthouse security protocols and badging requirements.

ARTICLE 10 – CHANGES IN THE WORK

ADD: Contract shall include unit prices for brick replacement, mortar repointing (LF), granite patching (SF), wood trim replacement (LF), and sealant replacement (LF).

ARTICLE 13 – TESTS AND INSPECTIONS

ADD: Special inspections required for precast anchors, structural lintel repairs, and roof membrane manufacturer inspections.

ARTICLE 14 – PAYMENTS

MODIFY: Retainage shall be five percent (5%) until fifty percent (50%) completion, then reduced to two and one-half percent (2.5%) subject to Massachusetts General Laws.

ARTICLE 15 – SUSPENSION

ADD: Owner may suspend work during high-profile court sessions with seventy-two (72) hour notice.

ARTICLE 17 – RESTORATION QUALITY CONTROL (NEW)

ADD: Mockups required for mortar joints, granite repair, precast joints, sealants, wood trim, and paint finish texture.

ADD: No mortar installation below 40°F without enclosure and heat protection.

ADD: Preconstruction photographic documentation required for all elevations.

SECTION 00800

SPECIAL CONDITIONS

Page

1. Introduction

2. Prevailing Wage Rates

3. Insurance Requirements

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

General Insurance Requirements

Prior to the commencement of any Contract work of any nature, and in addition to other insurance, bonds or securities required by law or under Contract terms, the Contractor shall procure and maintain during the life of the Contract and beyond as required, the types and limits of insurance as outlined below:

a. All insurance required of the Contractor will be maintained with companies assigned a letter rating in the "A- VIII" category from A.M. Best or which are otherwise acceptable to the County of Barnstable, and which are lawfully authorized to do business in the Commonwealth of Massachusetts.
b. Each policy (except workers' compensation and personal property) shall include County of Barnstable, and all other applicable political subdivisions/entities as their interests may appear in the awarded scope of work (herein after referred to as "all other political subdivisions"), its officers and employees as Additional Insureds or loss payees. Each policy shall indicate that the coverage is primary and non-contributory.
c. Each policy shall contain a waiver of subrogation in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.
d. No policy must be allowed to expire, be cancelled or materially modified without thirty (30) days' prior written notice to the Chief Procurement Officer, County of Barnstable.

Liability Insurance

The Contractor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Contractor, any subcontractor, or any of their respective agents or employees. The Contractor's liability shall not be limited to the extent of the insurance required herein. The Contractor shall take out and maintain in force during the life of this Contract the following types of insurance to protect the County of Barnstable, and "all other political subdivisions," its agents, and employees, the Contractor, and any subcontractor performing work covered by this Contract from claims which may arise from operations by the contractor or by a subcontractor or by anyone directly or indirectly employed by either of them.

a. Commercial General Liability Insurance: to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and three million dollars ($3,000,000) General Aggregate. Such General Aggregate limit shall apply on a per project basis. Personal and Advertising Injury coverage shall be provided at a limit of ($1,000,000). Products and completed operations coverage should be provided at a limit of three million dollars ($3,000,000) aggregate and shall be maintained for a period of three (3) years after substantial completion and acceptance of the project by the County of Barnstable or owner of the project.

The policy shall be occurrence based and provide coverage at least as broad as the current ISO form without any exclusion for Products and Completed Operations, Explosion (X), Collapse (C) and Underground Damage (U) hazards as related to the work being performed, Contractor Protective Liability coverage with respect to operations performed by subcontractors, and Contractual Liability coverage related to this Contract. If the Contract includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for such work shall be deleted.

County of Barnstable, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured retention.

b. Automobile Liability: to cover the liability of the Contractor arising from operations on and off the site of all motor vehicles whether they are owned, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars ($1,000,000).

The policy should include a Broadened Pollution Endorsement (CA 99 48) if contractor is bringing fuel cans or possible pollutants, mobile equipment or other gas powered tools on-site. If hauling hazardous materials, contaminants or pollutants, the policy shall include coverage form MCS-90 in accordance with Sections 29 and 30 of the Motor Carrier Act of 1980.

c. Umbrella Liability: to protect the Contractor against all claims excess of the commercial general liability and automobile liability mentioned above and employer's liability coverage mentioned in the paragraph below. The coverage provided by the umbrella policy shall be at least as broad as the underlying policies. The limit of protection provided by the policy shall be as follows unless an alternative limit is indicated via addendum to this Contract.

Contract Price	**Limit of Liability**
Under $1,000,000	$2,000,000 per occurrence
$1,000,001 - $5,000,000	$5,000,000 per occurrence
$5,000,001 - $10,000,00	$10,000,000 per occurrence
$10,000,001 and over	$25,000,000 per occurrence

Workers' Compensation and Employer's Liability Insurance

Before commencing performance of this contract, the Contractor shall provide insurance for the payment of compensation and the furnishing of other benefits under the Massachusetts General Laws Chapter 152 (the so-called Workers Compensation Law) to all persons to be employed under this contract, the workers' compensation laws of any other state if there are any persons employed outside of Massachusetts, and any requirement for compensation required under any Federal Act for any maritime employee, longshoreman or harbor workers, and shall continue such insurance in full force and effect during the term of this contract. The contract shall, without limiting the generality of the foregoing, conform to the provisions of the General Laws Chapter 149 S34(a), which section is incorporated herein by reference and made a part hereof.

The Contractor shall provide employer's liability insurance in an amount not less than $500,000 for each accident or disease for each employee.

Contractor's Pollution Legal Liability:

If applicable, the Contractor shall provide insurance coverage for bodily injury and property damage resulting from Contractor's liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, mold remediation, removal of contaminated soil, etc. The policy shall also include coverage for on-site and off-site bodily injury and loss of damage to or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of irritants, contaminants or pollutants into or upon the land, the

atmosphere or any water course or body of water, whether it be gradual, or sudden and accidental. The policy shall also include defense and clean-up costs. The policy shall provide a minimum limit of one million dollars ($1,000,000) per occurrence for this project. If the policy is claims made, the retroactive date shall be no later than the commencement date of this contract and the policy shall include an extended reporting period of at least one year from substantial completion and acceptance of the work by the County of Barnstable or owner of the project.

Personal Property Insurance:

Any tools, equipment, materials, and other personal property owned by Contractor shall be at the sole responsibility and risk of Contractor. The County of Barnstable, and "all other political subdivisions" shall not be liable for any loss, damage, or theft to such property. Any insurance that Contractor elects to maintain on Contractor's personal property and materials shall be at the sole responsibility and cost of Contractor.

Optional - If New Construction or Substantial Renovations are Contemplated
Installation Floater

The Contractor shall provide insurance coverage for property under construction via either a Builder's Risk Policy or an Installation Floater. This insurance must provide coverage on an "all risk" basis and shall include materials, fixtures, equipment and supplies on the job site, off premises at any temporary storage location, or in transit. Valuation must be on a replacement cost basis. The limit of insurance will be equal to the Contract Price or, subject to the express written permission by the County of Barnstable or owner of the project, an amount equal to the replacement cost of equipment, materials and structures exposed at any one site. This provision shall in no way relieve the Contractor of his obligation to complete the work covered by the Contract.

Additional types of Insurance

The Contractor shall provide such other types of insurance as may be required by the County of Barnstable and indicated via addendum to this insurance requirement.

Proof of Insurance

No work shall be commenced on the site by the Contractor or any subcontractor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Contractor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) have been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies.

In addition, renewal certificates must be received by the County of Barnstable thirty (30) days prior to any policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable.

The Contractor is responsible to make sure its sub-contractors, at all tiers, carry adequate insurance coverage and shall maintain current certificates for their sub-contractors on file at all times. Further, contractor shall provide copies to the County of Barnstable upon request.

Effect of Failure to Continue Insurance in Force

Failure to provide and continue in force insurance required by this contract shall be deemed a material breach of this contract and shall operate as an immediate termination thereof.

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"
[Wage Rates]

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

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Barnstable County	**City/Town:**	BARNSTABLE
Contract Number:	8115		
Description of Work:	Barnstable County Superior Courthouse Exterior Restoration including exterior facade updates and structural work in the interior basement		
Job Location:	3195 Main Street Barnstable		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$40.95	$16.17	$21.78	$0.00	$0.00	$78.90
	6/1/2026	$41.95	$16.17	$21.78	$0.00	$0.00	$79.90
	12/1/2026	$41.95	$16.17	$23.52	$0.00	$0.00	$81.64
	1/1/2027	$41.95	$16.77	$23.52	$0.00	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.02	$16.17	$21.78	$0.00	$0.00	$78.97
	6/1/2026	$42.02	$16.17	$21.78	$0.00	$0.00	$79.97
	12/1/2026	$42.02	$16.17	$23.52	$0.00	$0.00	$81.71
	1/1/2027	$42.02	$16.77	$23.52	$0.00	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.14	$16.17	$21.78	$0.00	$0.00	$79.09
	6/1/2026	$42.14	$16.17	$21.78	$0.00	$0.00	$80.09
	12/1/2026	$42.14	$16.17	$23.52	$0.00	$0.00	$81.83
	1/1/2027	$42.14	$16.77	$23.52	$0.00	$0.00	$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2) For apprentice rates see "Apprentice- PILE DRIVER"	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
ASBESTOS WORKER (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
LABORERS	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
LABORERS - ZONE 2	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
LABORERS	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
BOILER MAKER	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
2	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
3	70.00	$33.68	$7.07	$10.03	$4.20	$0.00	$54.98
4	75.00	$36.09	$7.07	$10.74	$4.50	$0.00	$58.40
5	80.00	$38.50	$7.07	$11.45	$4.80	$0.00	$61.82
6	85.00	$40.90	$7.07	$12.18	$5.10	$0.00	$65.25

Construction

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

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	90.00	$43.31	$7.07	$12.88	$5.40	$0.00	$68.66
8	95.00	$45.71	$7.07	$13.62	$5.70	$0.00	$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (NEW BEDFORD)	2/1/2026	$67.95	$12.84	$15.57	$8.02	$0.00	$104.38
	8/1/2026	$70.15	$12.84	$15.57	$8.02	$0.00	$106.58
	2/1/2027	$71.55	$12.84	$15.57	$8.02	$0.00	$107.98

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.98	$12.84	$15.57	$8.02	$0.00	$70.41
2	60.00	$40.77	$12.84	$15.57	$8.02	$0.00	$77.20
3	70.00	$47.57	$12.84	$15.57	$8.02	$0.00	$84.00
4	80.00	$54.36	$12.84	$15.57	$8.02	$0.00	$90.79
5	90.00	$61.16	$12.84	$15.57	$8.02	$0.00	$97.59

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.08	$12.84	$15.57	$8.02	$0.00	$71.51
2	60.00	$42.09	$12.84	$15.57	$8.02	$0.00	$78.52
3	70.00	$49.11	$12.84	$15.57	$8.02	$0.00	$85.54
4	80.00	$56.12	$12.84	$15.57	$8.02	$0.00	$92.55
5	90.00	$63.14	$12.84	$15.57	$8.02	$0.00	$99.57

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2025	$49.10	$10.65	$9.75	$9.80	$0.00	$79.30
	6/1/2026	$50.65	$10.65	$9.75	$9.80	$0.00	$80.85
	12/1/2026	$52.15	$10.65	$9.75	$9.80	$0.00	$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	$47.95	$10.65	$9.75	$9.80	$0.00	$78.15
	6/1/2026	$49.50	$10.65	$9.75	$9.80	$0.00	$79.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.00	$10.65	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	12/1/2025	$48.28	$10.65	$9.75	$9.80	$0.00	$78.48
LABORERS	6/1/2026	$49.83	$10.65	$9.75	$9.80	$0.00	$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.33	$10.65	$9.75	$9.80	$0.00	$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	3/1/2026	$51.35	$10.58	$11.47	$8.50	$0.00	$81.90
CARPENTERS	9/1/2026	$52.60	$10.58	$11.47	$8.50	$0.00	$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	$53.85	$10.58	$11.47	$8.50	$0.00	$84.40

Apprentice: CARPENTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.11	$10.58	$0.00	$1.73	$0.00	$35.42
2	45.00	$23.11	$10.58	$0.00	$1.73	$0.00	$35.42
3	55.00	$28.24	$10.58	$0.00	$3.40	$0.00	$42.22
4	55.00	$28.24	$10.58	$0.00	$3.40	$0.00	$42.22
5	70.00	$35.95	$10.58	$11.41	$5.10	$0.00	$63.04
6	70.00	$35.95	$10.58	$11.41	$5.10	$0.00	$63.04
7	80.00	$41.08	$10.58	$11.44	$6.80	$0.00	$69.90
8	80.00	$41.08	$10.58	$11.44	$6.80	$0.00	$69.90

Apprentice: CARPENTER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.67	$10.58	$0.00	$1.73	$0.00	$35.98
2	45.00	$23.67	$10.58	$0.00	$1.73	$0.00	$35.98
3	55.00	$28.93	$10.58	$0.00	$3.40	$0.00	$42.91
4	55.00	$28.93	$10.58	$0.00	$3.40	$0.00	$42.91
5	70.00	$36.82	$10.58	$11.41	$5.10	$0.00	$63.91
6	70.00	$36.82	$10.58	$11.41	$5.10	$0.00	$63.91
7	80.00	$42.08	$10.58	$11.44	$6.80	$0.00	$70.90
8	80.00	$42.08	$10.58	$11.44	$6.80	$0.00	$70.90

Apprentice to Journeyworker Ratio: 1:5

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/1/2025	$27.75	$7.02	$3.80	$1.00	$0.00	$39.57
CARPENTERS	10/1/2026	$28.85	$7.02	$3.80	$1.00	$0.00	$40.67
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
2	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
3	65.00	$18.04	$7.02	$0.00	$1.00	$0.00	$26.06
4	70.00	$19.43	$7.02	$0.00	$1.00	$0.00	$27.45
5	75.00	$20.81	$7.02	$3.80	$1.00	$0.00	$32.63
6	80.00	$22.20	$7.02	$3.80	$1.00	$0.00	$34.02
7	85.00	$23.59	$7.02	$3.80	$1.00	$0.00	$35.41
8	90.00	$24.98	$7.02	$3.80	$1.00	$0.00	$36.80

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$17.31	$7.02	$0.00	$0.00	$0.00	$24.33
2	60.00	$17.31	$7.02	$0.00	$0.00	$0.00	$24.33
3	65.00	$18.75	$7.02	$0.00	$1.00	$0.00	$26.77
4	70.00	$20.20	$7.02	$0.00	$1.00	$0.00	$28.22
5	75.00	$21.64	$7.02	$3.80	$1.00	$0.00	$33.46
6	80.00	$23.08	$7.02	$3.80	$1.00	$0.00	$34.90
7	85.00	$24.52	$7.02	$3.80	$1.00	$0.00	$36.34
8	90.00	$25.97	$7.02	$3.80	$1.00	$0.00	$37.79

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	1/1/2026	$53.24	$13.35	$16.43	$7.78	$1.80	$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	$54.49	$13.35	$16.43	$7.78	$1.80	$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	$55.94	$13.35	$16.43	$7.78	$1.80	$95.30
	7/1/2027	$57.29	$13.35	$16.43	$7.78	$1.80	$96.65
	1/1/2028	$58.64	$13.35	$16.43	$7.78	$1.80	$98.00

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.62	$13.35	$16.43	$0.00	$0.00	$56.40
2	60.00	$31.94	$13.35	$16.43	$7.78	$1.80	$71.30
3	65.00	$34.61	$13.35	$16.43	$7.78	$1.80	$73.97
4	70.00	$37.27	$13.35	$16.43	$7.78	$1.80	$76.63

Construction

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

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	75.00	$39.93	$13.35	$16.43	$7.78	$1.80	$79.29
6	80.00	$42.59	$13.35	$16.43	$7.78	$1.80	$81.95
7	90.00	$47.92	$13.35	$16.43	$0.00	$0.00	$77.70

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$0.00	$7.78	$0.00	$70.17

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.88	$16.55	$13.35	$3.25	$0.00	$93.03
	6/1/2026	$61.21	$16.55	$13.35	$3.25	$0.00	$94.36
	12/1/2026	$62.69	$16.55	$13.35	$3.25	$0.00	$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$37.37	$16.55	$13.35	$3.25	$0.00	$70.52
	6/1/2026	$38.23	$16.55	$13.35	$3.25	$0.00	$71.38
	12/1/2026	$39.18	$16.55	$13.35	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51

Construction

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

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS LABORERS - ZONE 2	12/1/2025	$48.00	$10.65	$9.75	$9.65	$0.00	$78.05
	6/1/2026	$49.55	$10.65	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$51.05	$10.65	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.65	$10.65	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.25	$10.65	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.93	$10.65	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.60	$10.65	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$49.00	$10.65	$9.75	$9.65	$0.00	$79.05
	6/1/2026	$50.55	$10.65	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$52.05	$10.65	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.65	$10.65	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.25	$10.65	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.93	$10.65	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.60	$10.65	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS LABORERS LABORERS - ZONE 2	12/1/2025	$48.75	$10.65	$9.75	$9.65	$0.00	$78.80
	6/1/2026	$50.30	$10.65	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.80	$10.65	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.40	$10.65	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$55.00	$10.65	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.68	$10.65	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.35	$10.65	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS LABORERS - ZONE 2	12/1/2025	$49.00	$10.65	$9.75	$9.65	$0.00	$79.05
	6/1/2026	$50.55	$10.65	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$52.05	$10.65	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.65	$10.65	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.25	$10.65	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.93	$10.65	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.60	$10.65	$9.75	$9.65	$0.00	$88.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$48.75	$10.65	$9.75	$9.65	$0.00	$78.80
	6/1/2026	$50.30	$10.65	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.80	$10.65	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.40	$10.65	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$55.00	$10.65	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.68	$10.65	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.35	$10.65	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS LABORERS - ZONE 2	12/1/2025	$48.00	$10.65	$9.75	$9.65	$0.00	$78.05
	6/1/2026	$49.55	$10.65	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$51.05	$10.65	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.65	$10.65	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.25	$10.65	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.93	$10.65	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.60	$10.65	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$78.11	$10.08	$11.62	$12.67	$0.00	$112.48
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53
ELECTRICIAN ELECTRICIANS LOCAL 223 ELECTRICIANS LOCAL 223	9/1/2025	$52.25	$12.25	$14.86	$3.75	$0.00	$83.11
	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78

Construction

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

Apprentice: ELECTRICIAN

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$20.90	$12.25	$0.63	$0.00	$0.00	$33.78
2	45.00	$23.51	$12.25	$0.71	$0.00	$0.00	$36.47
3	50.00	$26.13	$12.25	$0.78	$0.00	$0.00	$39.16
4	55.00	$28.74	$12.25	$6.61	$2.50	$0.00	$50.10
5	60.00	$31.35	$12.25	$7.21	$2.50	$0.00	$53.31
6	65.00	$33.96	$12.25	$7.82	$2.50	$0.00	$56.53
7	70.00	$36.58	$12.25	$8.41	$2.50	$0.00	$59.74
8	75.00	$39.19	$12.25	$9.02	$2.50	$0.00	$62.96

Apprentice: ELECTRICIAN

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$21.89	$12.50	$0.66	$0.00	$0.00	$35.05
2	45.00	$24.62	$12.50	$0.74	$0.00	$0.00	$37.86
3	50.00	$27.36	$12.50	$0.82	$0.00	$0.00	$40.68
4	55.00	$30.10	$12.50	$6.92	$2.75	$0.00	$52.27
5	60.00	$32.83	$12.50	$7.54	$2.75	$0.00	$55.62
6	65.00	$35.57	$12.50	$8.18	$2.75	$0.00	$59.00
7	70.00	$38.30	$12.50	$8.81	$2.75	$0.00	$62.36
8	75.00	$41.04	$12.50	$9.43	$2.75	$0.00	$65.72

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	$77.26	$16.38	$11.06	$10.70	$0.00	$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	$80.55	$16.48	$11.16	$11.00	$0.00	$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$38.63	$0.00	$0.00	$0.00	$0.00	$38.63
2	55.00	$42.49	$16.38	$11.06	$10.70	$0.00	$80.63
3	65.00	$50.22	$16.38	$11.06	$10.70	$0.00	$88.36
4	70.00	$54.08	$16.38	$11.06	$10.70	$0.00	$92.22
5	80.00	$61.81	$16.38	$11.06	$10.70	$0.00	$99.95

Construction

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

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$40.28	$0.00	$0.00	$0.00	$0.00	$40.28
2	55.00	$44.30	$16.48	$11.16	$11.00	$0.00	$82.94
3	65.00	$52.36	$16.48	$11.16	$11.00	$0.00	$91.00
4	70.00	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
5	80.00	$64.44	$16.48	$11.16	$11.00	$0.00	$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	$54.08	$16.38	$11.06	$10.07	$0.00	$91.59
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
ELEVATOR CONSTRUCTORS LOCAL 4							
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	11/1/2025	$53.56	$16.05	$13.25	$3.25	$0.00	$86.11
OPERATING ENGINEERS LOCAL 4	5/1/2026	$55.00	$16.05	$13.25	$3.25	$0.00	$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	$56.29	$16.05	$13.25	$3.25	$0.00	$88.84
	5/1/2027	$57.72	$16.05	$13.25	$3.25	$0.00	$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	11/1/2025	$55.17	$16.05	$13.25	$3.25	$0.00	$87.72
OPERATING ENGINEERS LOCAL 4	5/1/2026	$56.62	$16.05	$13.25	$3.25	$0.00	$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	$57.92	$16.05	$13.25	$3.25	$0.00	$90.47
	5/1/2027	$59.37	$16.05	$13.25	$3.25	$0.00	$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	11/1/2025	$26.03	$16.05	$13.25	$3.25	$0.00	$58.58
OPERATING ENGINEERS LOCAL 4	5/1/2026	$26.88	$16.05	$13.25	$3.25	$0.00	$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	$27.64	$16.05	$13.25	$3.25	$0.00	$60.19
	5/1/2027	$28.49	$16.05	$13.25	$3.25	$0.00	$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	$52.25	$12.25	$14.86	$3.75	$0.00	$83.11
ELECTRICIANS LOCAL 223	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	$52.25	$12.25	$14.86	$3.75	$0.00	$83.11
/ COMMISSIONING	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78
ELECTRICIANS LOCAL 223							
ELECTRICIANS LOCAL 223							
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIREMAN (ASST. ENGINEER)	12/1/2025	$47.09	$16.55	$13.35	$3.25	$0.00	$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	$48.15	$16.55	$13.35	$3.25	$0.00	$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	$49.33	$16.55	$13.35	$3.25	$0.00	$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	$28.09	$10.65	$9.75	$9.21	$0.00	$57.70
LABORERS	6/1/2026	$29.21	$10.65	$9.75	$9.21	$0.00	$58.82
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$29.21	$10.65	$9.75	$9.21	$0.00	$58.82
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	3/1/2024	$48.93	$10.33	$11.47	$8.80	$0.00	$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER

Effective Date: 3/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.47	$10.33	$0.00	$1.76	$0.00	$36.56
2	55.00	$26.91	$10.33	$0.00	$1.76	$0.00	$39.00
3	60.00	$29.36	$10.33	$0.00	$3.52	$0.00	$43.21
4	65.00	$31.80	$10.33	$0.00	$3.52	$0.00	$45.65
5	70.00	$34.25	$10.33	$11.47	$5.28	$0.00	$61.33
6	75.00	$36.70	$10.33	$11.47	$5.28	$0.00	$63.78
7	80.00	$39.14	$10.33	$11.47	$7.04	$0.00	$67.98
8	85.00	$41.59	$10.33	$11.47	$7.04	$0.00	$70.43

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	$37.37	$16.55	$13.35	$3.25	$0.00	$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	$38.23	$16.55	$13.35	$3.25	$0.00	$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	$39.18	$16.55	$13.35	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	6/1/2025	$43.13	$10.80	$8.25	$5.50	$0.00	$67.68
GLAZIERS LOCAL 1333	6/1/2026	$44.73	$11.20	$8.40	$6.05	$0.00	$70.38
GLAZIERS LOCAL 1333	6/1/2027	$46.73	$11.60	$8.55	$6.60	$0.00	$73.48
	6/1/2028	$48.73	$12.00	$8.70	$7.20	$0.00	$76.63

Construction

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

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 6/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$21.57	$10.80	$8.25	$5.50	$0.00	$46.12
2	56.25	$24.26	$10.80	$8.25	$5.50	$0.00	$48.81
3	62.50	$26.96	$10.80	$8.25	$5.50	$0.00	$51.51
4	68.75	$29.65	$10.80	$8.25	$5.50	$0.00	$54.20
5	75.00	$32.35	$10.80	$8.25	$5.50	$0.00	$56.90
6	81.25	$35.04	$10.80	$8.25	$5.50	$0.00	$59.59
7	87.50	$37.74	$10.80	$8.25	$5.50	$0.00	$62.29
8	93.75	$40.43	$10.80	$8.25	$5.50	$0.00	$64.98

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$22.37	$11.20	$8.40	$6.05	$0.00	$48.02
2	56.25	$25.16	$11.20	$8.40	$6.05	$0.00	$50.81
3	62.50	$27.96	$11.20	$8.40	$6.05	$0.00	$53.61
4	68.75	$30.75	$11.20	$8.40	$6.05	$0.00	$56.40
5	75.00	$33.55	$11.20	$8.40	$6.05	$0.00	$59.20
6	81.25	$36.34	$11.20	$8.40	$6.05	$0.00	$61.99
7	87.50	$39.14	$11.20	$8.40	$6.05	$0.00	$64.79
8	93.75	$41.93	$11.20	$8.40	$6.05	$0.00	$67.58

Apprentice to Journeyworker Ratio: 3:1

HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.88	$0.00	$0.00	$0.00	$0.00	$32.88
2	60.00	$35.87	$16.05	$13.25	$3.25	$0.00	$68.42
3	65.00	$38.86	$16.05	$13.25	$3.25	$0.00	$71.41
4	70.00	$41.85	$16.05	$13.25	$3.25	$0.00	$74.40
5	75.00	$44.84	$16.05	$13.25	$3.25	$0.00	$77.39
6	80.00	$47.82	$16.05	$13.25	$3.25	$0.00	$80.37
7	85.00	$50.81	$16.05	$13.25	$3.25	$0.00	$83.36
8	90.00	$53.80	$16.05	$13.25	$3.25	$0.00	$86.35

Construction

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

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.99	$0.00	$0.00	$0.00	$0.00	$32.99
2	60.00	$35.99	$16.55	$13.35	$3.25	$0.00	$69.14
3	65.00	$38.99	$16.55	$13.35	$3.25	$0.00	$72.14
4	70.00	$41.99	$16.55	$13.35	$3.25	$0.00	$75.14
5	75.00	$44.99	$16.55	$13.35	$3.25	$0.00	$78.14
6	80.00	$47.98	$16.55	$13.35	$3.25	$0.00	$81.13
7	85.00	$50.98	$16.55	$13.35	$3.25	$0.00	$84.13
8	90.00	$53.98	$16.55	$13.35	$3.25	$0.00	$87.13

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK)	10/1/2025	$44.05	$14.91	$13.35	$6.15	$2.24	$80.70
SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	$45.55	$14.91	$13.35	$6.15	$2.24	$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	9/1/2025	$52.25	$12.25	$14.86	$3.75	$0.00	$83.11
ELECTRICIANS LOCAL 223 ELECTRICIANS LOCAL 223	9/1/2026	$54.72	$12.50	$15.56	$4.00	$0.00	$86.78
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	10/1/2025	$44.05	$14.91	$13.35	$6.15	$2.24	$80.70
SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	4/1/2026	$45.55	$14.91	$13.35	$6.15	$2.24	$82.20
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44
PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44
PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
LABORERS LABORERS - ZONE 2	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
LABORERS	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
INSULATOR (PIPES & TANKS)	9/1/2025	$54.31	$14.75	$9.52	$10.09	$0.00	$88.67
HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)	9/1/2026	$57.38	$14.75	$9.52	$10.09	$0.00	$91.74

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.16	$14.75	$9.27	$5.05	$0.00	$56.23
2	60.00	$32.59	$14.75	$9.32	$6.05	$0.00	$62.71
3	70.00	$38.02	$14.75	$9.37	$7.06	$0.00	$69.20
4	80.00	$43.45	$14.75	$9.42	$8.07	$0.00	$75.69

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$28.69	$14.75	$9.27	$5.05	$0.00	$57.76
2	60.00	$34.43	$14.75	$9.32	$6.05	$0.00	$64.55
3	70.00	$40.17	$14.75	$9.37	$7.06	$0.00	$71.35
4	80.00	$45.90	$14.75	$9.42	$8.07	$0.00	$78.14

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 37 IRONWORKERS LOCAL 37	3/16/2021	$42.46	$7.70	$12.10	$5.00	$0.00	$67.26

Apprentice: IRONWORKER/WELDER

Effective Date: 3/16/2021

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	$29.72	$7.70	$12.10	$5.00	$0.00	$54.52
2	75.00	$31.85	$7.70	$12.10	$5.00	$0.00	$56.65
3	80.00	$33.97	$7.70	$12.10	$5.00	$0.00	$58.77
4	85.00	$36.09	$7.70	$12.10	$5.00	$0.00	$60.89
5	90.00	$38.21	$7.70	$12.10	$5.00	$0.00	$63.01
6	95.00	$40.34	$7.70	$12.10	$5.00	$0.00	$65.14

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76

Apprentice: LABORER

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.03	$10.15	$9.50	$9.11	$0.00	$53.79
2	70.00	$29.20	$10.15	$9.50	$9.11	$0.00	$57.96
3	80.00	$33.38	$10.15	$9.50	$9.11	$0.00	$62.14
4	90.00	$37.55	$10.15	$9.50	$9.11	$0.00	$66.31

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.15	$10.65	$9.75	$9.11	$0.00	$54.66
2	70.00	$29.34	$10.65	$9.75	$9.11	$0.00	$58.85
3	80.00	$33.53	$10.65	$9.75	$9.11	$0.00	$63.04
4	90.00	$37.72	$10.65	$9.75	$9.11	$0.00	$67.23

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.47	$10.65	$9.75	$9.21	$0.00	$70.08
	6/1/2026	$41.91	$10.65	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.35	$10.65	$9.75	$9.21	$0.00	$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.03	$10.15	$9.50	$9.21	$0.00	$53.89
2	70.00	$29.20	$10.15	$9.50	$9.21	$0.00	$58.06
3	80.00	$33.38	$10.15	$9.50	$9.21	$0.00	$62.24
4	90.00	$37.55	$10.15	$9.50	$9.21	$0.00	$66.41

Construction

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

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.15	$10.65	$9.75	$9.21	$0.00	$54.76
2	70.00	$29.34	$10.65	$9.75	$9.21	$0.00	$58.95
3	80.00	$33.53	$10.65	$9.75	$9.21	$0.00	$63.14
4	90.00	$37.72	$10.65	$9.75	$9.10	$0.00	$67.22

Apprentice to Journeyworker Ratio: 1:5

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	12/1/2025	$40.56	$10.65	$9.75	$9.65	$0.00	$70.61
	6/1/2026	$42.00	$10.65	$9.75	$9.65	$0.00	$72.05
	12/7/2026	$43.44	$10.65	$9.75	$9.65	$0.00	$73.49
	6/7/2027	$44.89	$10.65	$9.75	$9.65	$0.00	$74.94
	12/6/2027	$46.34	$10.65	$9.75	$9.65	$0.00	$76.39
	6/5/2028	$47.84	$10.65	$9.75	$9.65	$0.00	$77.89
	12/4/2028	$49.34	$10.65	$9.75	$9.65	$0.00	$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21

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

LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76

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

LASER BEAM OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21

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

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	$52.08	$12.84	$15.57	$5.78	$0.00	$86.27
	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.04	$12.84	$15.57	$5.78	$0.00	$60.23
2	60.00	$31.25	$12.84	$15.57	$5.78	$0.00	$65.44
3	70.00	$36.46	$12.84	$15.57	$5.78	$0.00	$70.65
4	80.00	$41.66	$12.84	$15.57	$5.78	$0.00	$75.85
5	90.00	$46.87	$12.84	$15.57	$5.78	$0.00	$81.06

Construction

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

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.92	$12.84	$15.57	$5.78	$0.00	$61.11
2	60.00	$32.30	$12.84	$15.57	$5.78	$0.00	$66.49
3	70.00	$37.69	$12.84	$15.57	$5.78	$0.00	$71.88
4	80.00	$43.07	$12.84	$15.57	$5.78	$0.00	$77.26
5	90.00	$48.46	$12.84	$15.57	$5.78	$0.00	$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	$67.97	$12.84	$15.57	$7.99	$0.00	$104.37
	8/1/2026	$70.17	$12.84	$15.57	$7.99	$0.00	$106.57
	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.99	$12.84	$15.57	$7.99	$0.00	$70.39
2	60.00	$40.78	$12.84	$15.57	$7.99	$0.00	$77.18
3	70.00	$47.58	$12.84	$15.57	$7.99	$0.00	$83.98
4	80.00	$54.38	$12.84	$15.57	$7.99	$0.00	$90.78
5	90.00	$61.17	$12.84	$15.57	$7.99	$0.00	$97.57

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.09	$12.84	$15.57	$7.99	$0.00	$71.49
2	60.00	$42.10	$12.84	$15.57	$7.99	$0.00	$78.50
3	70.00	$49.12	$12.84	$15.57	$7.99	$0.00	$85.52
4	80.00	$56.14	$12.84	$15.57	$7.99	$0.00	$92.54
5	90.00	$63.15	$12.84	$15.57	$7.99	$0.00	$99.55

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 MILLWRIGHTS LOCAL 1121 - Zone 2	1/5/2026	$46.86	$10.58	$11.47	$10.00	$0.00	$78.91

Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/5/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$25.77	$10.58	$0.00	$5.50	$0.00	$41.85
2	65.00	$30.46	$10.58	$0.00	$6.50	$0.00	$47.54
3	75.00	$35.15	$10.58	$11.47	$7.50	$0.00	$64.70
4	85.00	$39.83	$10.58	$11.47	$8.50	$0.00	$70.38

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$25.08	$16.55	$13.35	$3.25	$0.00	$58.23
	6/1/2026	$25.67	$16.55	$13.35	$3.25	$0.00	$58.82
	12/1/2026	$26.34	$16.55	$13.35	$3.25	$0.00	$59.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$31.05	$16.55	$13.35	$3.25	$0.00	$64.20
	6/1/2026	$31.77	$16.55	$13.35	$3.25	$0.00	$64.92
	12/1/2026	$32.57	$16.55	$13.35	$3.25	$0.00	$65.72
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.50	$0.00	$94.41

Construction

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

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$25.23	$10.35	$0.00	$0.00	$0.00	$35.58
2	55.00	$27.75	$10.35	$0.00	$6.93	$0.00	$45.03
3	60.00	$30.28	$10.35	$0.00	$7.56	$0.00	$48.19
4	65.00	$32.80	$10.35	$0.00	$8.19	$0.00	$51.34
5	70.00	$35.32	$10.35	$12.00	$8.82	$0.00	$66.49
6	75.00	$37.85	$10.35	$12.00	$9.45	$0.00	$69.65
7	80.00	$40.37	$10.35	$12.00	$10.08	$0.00	$72.80
8	90.00	$45.41	$10.35	$12.00	$11.34	$0.00	$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	$48.52	$10.35	$12.00	$12.60	$0.00	$83.47

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.26	$10.35	$0.00	$0.00	$0.00	$34.61
2	55.00	$26.69	$10.35	$0.00	$6.93	$0.00	$43.97
3	60.00	$29.11	$10.35	$0.00	$7.56	$0.00	$47.02

Construction

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	$31.54	$10.35	$0.00	$8.19	$0.00	$50.08
5	70.00	$33.96	$10.35	$12.00	$8.82	$0.00	$65.13
6	75.00	$36.39	$10.35	$12.00	$9.45	$0.00	$68.19
7	80.00	$38.82	$10.35	$12.00	$10.08	$0.00	$71.25
8	90.00	$43.67	$10.35	$12.00	$11.34	$0.00	$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used.
PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.93	$0.00	$44.26
3	60.00	$29.44	$10.35	$0.00	$7.56	$0.00	$47.35
4	65.00	$31.89	$10.35	$0.00	$8.19	$0.00	$50.43
5	70.00	$34.34	$10.35	$12.00	$8.82	$0.00	$65.51
6	75.00	$36.80	$10.35	$12.00	$9.45	$0.00	$68.60
7	80.00	$39.25	$10.35	$12.00	$10.08	$0.00	$71.68
8	90.00	$44.15	$10.35	$12.00	$11.34	$0.00	$77.84

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.56	$10.35	$0.00	$0.00	$0.00	$33.91
2	55.00	$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3	60.00	$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4	65.00	$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5	70.00	$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6	75.00	$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7	80.00	$37.70	$10.35	$12.00	$10.08	$0.00	$70.13

Construction

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

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	$42.41	$10.35	$12.00	$11.34	$0.00	$76.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.47	$10.65	$9.75	$9.21	$0.00	$70.08
	6/1/2026	$41.91	$10.65	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.35	$10.65	$9.75	$9.21	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$40.78	$16.17	$21.78	$0.00	$0.00	$78.73
	6/1/2026	$41.78	$16.17	$21.78	$0.00	$0.00	$79.73
	12/1/2026	$41.78	$16.17	$23.52	$0.00	$0.00	$81.47
	1/1/2027	$41.78	$16.77	$23.52	$0.00	$0.00	$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.39	$10.08	$0.00	$2.53	$0.00	$36.00
2	55.00	$28.58	$10.08	$0.00	$5.07	$0.00	$43.73
3	70.00	$36.38	$10.08	$11.62	$7.60	$0.00	$65.68
4	80.00	$41.58	$10.08	$11.62	$10.14	$0.00	$73.42

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PLUMBER & PIPEFITTER PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 8/25/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$22.10	$10.15	$2.50	$0.00	$0.00	$34.75
2	50.00	$27.62	$10.15	$2.50	$0.00	$0.00	$40.27
3	60.00	$33.14	$10.15	$8.40	$0.50	$0.00	$52.19
4	70.00	$38.67	$10.15	$13.44	$0.80	$0.00	$63.06
5	80.00	$44.19	$10.15	$16.80	$1.00	$0.00	$72.14

Apprentice to Journeyworker Ratio: 1:3

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 51 PLUMBERS & PIPEFITTERS LOCAL 51	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	12/1/2025	$41.47	$10.65	$9.75	$9.11	$0.00	$70.98
	6/1/2026	$42.91	$10.65	$9.75	$9.11	$0.00	$72.42
	12/1/2026	$44.35	$10.65	$9.75	$9.11	$0.00	$73.86
	6/1/2027	$45.80	$10.65	$9.75	$9.11	$0.00	$75.31
	12/1/2027	$47.25	$10.65	$9.75	$9.11	$0.00	$76.76
	6/1/2028	$48.75	$10.65	$9.75	$9.11	$0.00	$78.26
	12/1/2028	$50.25	$10.65	$9.75	$9.11	$0.00	$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$41.47	$10.65	$9.75	$9.21	$0.00	$71.08
	6/1/2026	$42.91	$10.65	$9.75	$9.21	$0.00	$72.52
	12/1/2026	$44.35	$10.65	$9.75	$9.21	$0.00	$73.96

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE)	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2025	$37.37	$16.55	$13.35	$3.25	$0.00	$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	$38.23	$16.55	$13.35	$3.25	$0.00	$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	$39.18	$16.55	$13.35	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER	8/1/2023	$25.00	$13.91	$6.90	$0.00	$0.00	$45.81
TEAMSTERS 653							
TEAMSTERS 653 - Southeastern Concrete (Weymouth)							
RECLAIMERS	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	2/1/2026	$53.53	$14.53	$12.67	$9.03	$0.00	$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.77	$14.53	$6.52	$9.03	$0.00	$56.85
2	60.00	$32.12	$14.53	$12.67	$9.03	$0.00	$68.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33 For apprentice rates see "Apprentice- ROOFER"	2/1/2026	$53.78	$14.53	$12.67	$9.03	$0.00	$90.01
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - B	10/1/2025	$44.05	$14.91	$13.35	$6.15	$2.24	$80.70
	4/1/2026	$45.55	$14.91	$13.35	$6.15	$2.24	$82.20

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	$34.79	$14.53	$12.67	$9.03	$0.00	$71.02
4	75.00	$40.15	$14.53	$12.67	$9.03	$0.00	$76.38
5	85.00	$45.50	$14.53	$12.67	$9.03	$0.00	$81.73

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

Apprentice: SHEETMETAL WORKER

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$17.62	$14.91	$4.27	$0.00	$1.09	$37.89
2	45.00	$19.82	$14.91	$4.80	$0.00	$1.17	$40.70
3	50.00	$22.03	$14.91	$12.28	$0.00	$1.45	$50.67
4	55.00	$24.23	$14.91	$12.28	$0.00	$1.52	$52.94
5	60.00	$26.43	$14.91	$12.28	$3.69	$1.64	$58.95
6	65.00	$28.63	$14.91	$12.28	$4.00	$1.71	$61.53
7	70.00	$30.84	$14.91	$12.28	$4.31	$1.78	$64.12
8	75.00	$33.04	$14.91	$12.28	$4.61	$1.86	$66.70
9	80.00	$35.24	$14.91	$12.28	$4.92	$1.93	$69.28
10	85.00	$37.44	$14.91	$12.28	$5.23	$2.00	$71.86

Apprentice: SHEETMETAL WORKER

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$18.22	$14.91	$4.27	$0.00	$1.09	$38.49
2	45.00	$20.50	$14.91	$4.80	$0.00	$1.17	$41.38
3	50.00	$22.78	$14.91	$12.28	$0.00	$1.45	$51.42
4	55.00	$25.05	$14.91	$12.28	$0.00	$1.52	$53.76
5	60.00	$27.33	$14.91	$12.28	$3.69	$1.64	$59.85
6	65.00	$29.61	$14.91	$12.28	$4.00	$1.71	$62.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.53	$16.17	$21.78	$0.00	$0.00	$79.48
	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
	12/1/2026	$42.53	$16.17	$23.52	$0.00	$0.00	$82.22
	1/1/2027	$42.53	$16.77	$23.52	$0.00	$0.00	$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section B) Zone 2	1/1/2026	$64.85	$13.45	$7.45	$18.25	$0.00	$104.00

Apprentice: SHEETMETAL WORKER

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	70.00	$31.89	$14.91	$12.28	$4.31	$1.78	$65.17
8	75.00	$34.16	$14.91	$12.28	$4.61	$1.86	$67.82
9	80.00	$36.44	$14.91	$12.28	$4.92	$1.93	$70.48
10	85.00	$38.72	$14.91	$12.28	$5.23	$2.00	$73.14

Apprentice to Journeyworker Ratio: 1:4

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$22.70	$13.45	$13.84	$0.00	$0.00	$49.99
2	0.00	$25.94	$13.45	$14.75	$0.00	$0.00	$54.14
3	0.00	$29.18	$13.45	$15.67	$0.00	$0.00	$58.30
4	0.00	$32.43	$13.45	$16.57	$0.00	$0.00	$62.45
5	0.00	$35.67	$13.45	$17.49	$0.00	$0.00	$66.61
6	0.00	$38.91	$13.45	$18.40	$0.00	$0.00	$70.76
7	0.00	$42.15	$13.45	$19.32	$0.00	$0.00	$74.92
8	0.00	$45.40	$13.45	$20.22	$0.00	$0.00	$79.07
9	0.00	$48.64	$13.45	$21.15	$0.00	$0.00	$83.24
10	0.00	$51.88	$13.45	$22.05	$0.00	$0.00	$87.38

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TELECOMMUNICATION TECHNICIAN	9/1/2025	$42.52	$12.00	$12.05	$3.25	$0.00	$69.82
TELECOMMUNICATION TECHNICIAN	9/1/2026	$44.41	$12.25	$12.59	$3.50	$0.00	$72.75
ELECTRICIANS LOCAL 223	9/1/2027	$46.51	$12.50	$13.18	$3.75	$0.00	$75.94
ELECTRICIANS LOCAL 223							
For apprentice rates and ratios see "Apprentice- ELECTRICIAN"							
TERRAZZO FINISHERS	2/1/2026	$66.89	$12.84	$15.57	$8.02	$0.00	$103.32
BRICKLAYERS LOCAL 3	8/1/2026	$69.09	$12.84	$15.57	$8.02	$0.00	$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$70.49	$12.84	$15.57	$8.02	$0.00	$106.92

Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.45	$12.84	$15.57	$8.02	$0.00	$69.88
2	60.00	$40.13	$12.84	$15.57	$8.02	$0.00	$76.56
3	70.00	$46.82	$12.84	$15.57	$8.02	$0.00	$83.25
4	80.00	$53.51	$12.84	$15.57	$8.02	$0.00	$89.94
5	90.00	$60.20	$12.84	$15.57	$8.02	$0.00	$96.63

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.55	$12.84	$15.57	$8.02	$0.00	$70.98
2	60.00	$41.45	$12.84	$15.57	$8.02	$0.00	$77.88
3	70.00	$48.36	$12.84	$15.57	$8.02	$0.00	$84.79
4	80.00	$55.27	$12.84	$15.57	$8.02	$0.00	$91.70
5	90.00	$62.18	$12.84	$15.57	$8.02	$0.00	$98.61

Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER	12/1/2025	$51.95	$10.65	$9.75	$9.80	$0.00	$82.15
LABORERS	6/1/2026	$53.50	$10.65	$9.75	$9.80	$0.00	$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	$55.00	$10.65	$9.75	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	12/1/2025	$48.07	$10.65	$9.75	$9.80	$0.00	$78.27
LABORERS	6/1/2026	$49.62	$10.65	$9.75	$9.80	$0.00	$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.12	$10.65	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TEST BORING LABORER	12/1/2025	$47.95	$10.65	$9.75	$9.80	$0.00	$78.15
LABORERS	6/1/2026	$49.50	$10.65	$9.75	$9.80	$0.00	$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.00	$10.65	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2025	$58.02	$16.55	$13.35	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.30	$16.55	$13.35	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.74	$16.55	$13.35	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	$41.82	$16.17	$21.78	$0.00	$0.00	$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.82	$16.17	$23.52	$0.00	$0.00	$82.51
	1/1/2027	$42.82	$16.77	$23.52	$0.00	$0.00	$83.11
TUNNEL WORK - COMPRESSED AIR	12/1/2025	$60.18	$10.65	$9.75	$10.25	$0.00	$90.83
LABORERS	6/1/2026	$61.73	$10.65	$9.75	$10.25	$0.00	$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	$63.23	$10.65	$9.75	$10.25	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/1/2025	$62.18	$10.65	$9.75	$10.25	$0.00	$92.83
LABORERS	6/1/2026	$63.73	$10.65	$9.75	$10.25	$0.00	$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	$65.23	$10.65	$9.75	$10.25	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	12/1/2025	$52.25	$10.65	$9.75	$10.25	$0.00	$82.90
LABORERS	6/1/2026	$53.80	$10.65	$9.75	$10.25	$0.00	$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	$55.30	$10.65	$9.75	$10.25	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	$54.25	$10.65	$9.75	$10.25	$0.00	$84.90
LABORERS	6/1/2026	$55.80	$10.65	$9.75	$10.25	$0.00	$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	$57.30	$10.65	$9.75	$10.25	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
WAGON DRILL OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
WASTE WATER PUMP OPERATOR	12/1/2025	$58.68	$16.55	$13.35	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.98	$16.55	$13.35	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.43	$16.55	$13.35	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	8/25/2025	$55.24	$10.80	$16.80	$4.60	$0.00	$87.44
PLUMBERS & PIPEFITTERS LOCAL 51							
PLUMBERS & PIPEFITTERS LOCAL 51							
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

ATTACHMENT B

Filed Sub Bids

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

When preparing your submission on Euna Procurement you will first be asked to select which Decisions you are going to submit to. Based on what you choose Euna Procurement will build a list of Requested Information that you need to provide.

This project has multiple Decisions that you can submit to listed below:

- Sub-Bidder Category of Work → Roofing
- Sub-Bidder Category of Work → Masonry
- Sub-Bidder Category of Work → Metal Windows
- Sub-Bidder Category of Work → Painting

Requested Information

Name	Type	# Files	Requirement	Instructions
Filed Sub Bid Form	File Type: PDF (.pdf)	1	Required, ESCoW, Roofing, Masonry, Metal Windows, Painting	When submitting 'Filed Sub Bid Form' you will need to provide a PDF (.pdf) for: ESCoW, Roofing, Masonry, Metal Windows, Painting that you are bidding on.
Non-	File Type: PDF	1	Required,	When submitting

Name	Type	# Files	Requirement	Instructions
Collusion/Tax Compliance/OSHA	(.pdf)		ESCoW, Roofing, Masonry, Metal Windows, Painting	'Non-Collusion/Tax Compliance/OSHA' you will need to provide a PDF (.pdf) for: ESCoW, Roofing, Masonry, Metal Windows, Painting that you are bidding on.
Bid Bond 5%	File Type: PDF (.pdf)	1	Required, ESCoW, Roofing, Masonry, Metal Windows, Painting	When submitting 'Bid Bond 5%' you will need to provide a PDF (.pdf) for: ESCoW, Roofing, Masonry, Metal Windows, Painting that you are bidding on.
DCAMM	File Type: PDF (.pdf)	1	Required, ESCoW, Roofing, Masonry, Metal Windows, Painting	When submitting 'DCAMM' you will need to provide a PDF (.pdf) for: ESCoW, Roofing, Masonry, Metal Windows, Painting that you are bidding on.
Update Statement	File Type: PDF (.pdf)	1	Required, ESCoW, Roofing, Masonry, Metal Windows, Painting	When submitting 'Update Statement' you will need to provide a PDF (.pdf) for: ESCoW, Roofing, Masonry, Metal Windows, Painting that you

Name	Type	# Files	Requirement	Instructions
				are bidding on.

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	72	Building and Facility Construction and Maintenance Services	This segment includes services associated with the construction and maintenance of facilities, buildings, structures, roads and infrastructure.This segment also includes trades such as general contractors, electricians, plumbers, carpenters, painters, and roofing, landscaping, gardening and pest control.
UNSPSC	721513	Painting and paper hanging services	The application of paint and paper coatings to structures owned by others
UNSPSC	721519	Masonry and stonework services	The installation, repair and maintenance of masonry and stone structures on

Commodity Set	Commodity Code	Title	Description
			property owned by others
UNSPSC	721524	Window and door installation and erection services	The erection, installation, repair, and maintenance of windows and doors for structures owned by others
UNSPSC	721526	Roofing and siding and sheet metal services	The installation, repair and maintenance of roofing, siding and sheet metal in structures owned by others

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

https://barnstablecounty.bonfirehub.com/opportunities/227695

The Question period for this opportunity starts Mar 25, 2026 8:00 AM EDT. The Question period for this opportunity ends Apr 09, 2026 5:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 15, 2026 11:00 AM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Barnstable County, MA uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-submission-support

ATTACHMENT B

General Contractors

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement
General Bid Form	File Type: PDF (.pdf)	1	Required
Non-Collusion/Tax Compliance/OSHA	File Type: PDF (.pdf)	1	Required
Bid Bond 5%	File Type: PDF (.pdf)	1	Required
DCAMM	File Type: PDF (.pdf)	1	Required
Update Statement	File Type: PDF (.pdf)	1	Required

Commodity Codes

Commodity Set	Commodity Code	Title	Description
UNSPSC	72	Building and Facility Construction and Maintenance Services	This segment includes services associated with the construction and maintenance of facilities, buildings, structures, roads and

Commodity Set	Commodity Code	Title	Description
			infrastructure.This segment also includes trades such as general contractors, electricians, plumbers, carpenters, painters, and roofing, landscaping, gardening and pest control.

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

2. Upload your submission at:

https://barnstablecounty.bonfirehub.com/opportunities/227693

The Question period for this opportunity starts Mar 25, 2026 8:00 AM EDT. The Question period for this opportunity ends Apr 09, 2026 5:00 PM EDT. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **Apr 23, 2026 11:00 AM EDT.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Barnstable County, MA uses a Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Euna Procurement at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub/vendor-submission-support

APPENDIX - A

MOST COMMONLY USED STANDARD FORMS

Schedule for Participation by MBE/WBE

Change Order

Statement of Compliance

Certified Payroll

BARNSTABLE COUNTY

Project: _____ Title: _____

Project Location: _____

SCHEDULE FOR PARTICIPATION BY WOMEN/MINORITY BUSINESS ENTERPRISE

A. General Contractor must submit to the Office within (5) five working days of the award of Bids.

BIDDER CERTIFICATION:

A. Bidder agrees to expend at least the amount of the contract set forth below if awarded, for W/MBE. For the purposes of this commitment, the designation means a business that has been certified by SDO as such. The Bidder must indicate the W/MBE it intends to utilize in this document as follows: (Attach sheet if additional space is required.)

	Company Name &Address	W/MBE	Nature of Participation	If Supplier W/MBE%	Dollar Value of Participation
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____

Total Dollar Value of WBE Commitment: $ _____

Total Dollar Value of MBE Commitment: $ _____

Total Dollar Amount $ _____

The undersigned hereby certifies that he or she read the terms of this condition and is authorized to bind the Bidder to the commitment herein set fourth.

Date _____ _____
Name of Firm

_____ _____
Authorized Signature Business Address

LETTER OF INTENT
(THIS FORM MAY BE PHOTOCOPIED)

Women/Minority Business Enterprise Participation
(To be Complete by W/MBE and Submitted by the General Bidder.)

Project: _____ Title: _____

Check one:
Project Location: _____ _____MBE ___ WBE

TO: _____
Name of General Bidder/filed Sub-bidder

1. My company intends to perform work in connection with the above project as:

_____ an individual

_____ a partnership

_____ a corporation

_____ a joint venture with _____

_____ other (explain) _____

2. My company has been certified by SDO and it has not changed its women/minority ownership, control, or management without notifying SDO within thirty (30) days of such a change.

3. My company understands that if your company is awarded the contract, your company intends to enter into an agreement with my company to perform the activity described below for the prices indicated. My firm also understands that your firm, as General Bidder, will make substitution only as allowed by the County Contract.

W/MBE PARTICIPATION

Item Number (if Applicable)	Description of Activity (with notation such as "Labor Only")	Quantity	Unit Price	Dollar Amount

$ _____
Total Amount

_____
W/MBE Authorized Agent

_____
W/MBE Company Name

_____
DATE

_____
W/MBE Address

_____
W/MBE Telephone No.

NOTE: To be submitted by the General contractor, to the Office within (5) FIVE WORKING DAYS of the opening Bid Award.

INSTRUCTIONS REGARDING CHANGE ORDERS AND CONTRACT MODIFICATIONS

(Applicable to Projects Procured Under M.G.L. c. 30, §39M and M.G.L. c. 149)

1. **General Requirement**
   No changes, additions, substitutions, or eliminations in the approved **plans, specifications, quantities, or contract scope** shall be made **without prior written authorization**. This requirement applies to all public construction and public works projects procured under **M.G.L. c. 30, §39M** or **M.G.L. c. 149**.

2. **Authorized Approvals Only**
   The Contractor shall not commence any change in work until receipt of one of the following:

   - **(A)** An **Approved Change Order Form**, duly executed by the County's Authorized Official and the Contractor; **or**
   - **(B)** A **Written Authorization to Proceed**, signed by the County's Authorized Official, pending execution of the formal Change Order.

3. **Unauthorized Work**
   Any work performed **without written authorization** as described above is performed **at the Contractor's sole risk and expense.** The County shall not be responsible for the cost of unauthorized work, materials, or delays caused thereby.

4. **Change Order Procedure**

   - **a. Initiation:** Change requests may originate from the County, the Project Designer/Engineer, or the Contractor.
   - **b. Review and Approval:** All proposed changes shall be reviewed for compliance with the applicable Massachusetts General Laws, the project scope, available funding, and any grant or reimbursement requirements.
   - **c. Documentation:** Each approved change shall be documented using the County's Change Order Form and shall include:
     - A description of the change and reason
     - Reference to the affected drawing/specification section
     - Cost impact (increase or decrease)
     - Schedule impact (if any)
     - Signatures of authorized representatives

- **d. Recordkeeping:** All approved change orders shall be numbered sequentially and become part of the official contract record.

5. **Emergency Conditions**
   In cases of **immediate hazard to life, safety, property, or essential operations**, the Contractor may proceed only after receiving **verbal authorization** from the County's Authorized Official or Project Manager. Such authorization must be **confirmed in writing within 48 hours** and followed by an executed Change Order.

6. **Contractor Responsibility**
   The Contractor is responsible for ensuring that all work performed is consistent with the approved contract documents and authorized modifications. Failure to adhere to these requirements may result in rejection of the work and/or nonpayment for unauthorized work.

7. **Statutory Reference**
   These procedures are established pursuant to:

   - **M.G.L. c. 30, §39I and §39M**, governing public works and materials contracts; and
   - **M.G.L. c. 149, §§44A–44J**, governing building construction contracts.
     Both statutes require that any change to the contract's plans, specifications, or price be made **only through written approval** by the awarding authority.

BARNSTABLE COUNTY CHANGE ORDER

CHANGE ORDER #: _____ DATE: _____

CONTRACT #: _____ PROJECT #: _____

CONTRACT TITLE: _____

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

_____

Original Amount of this Contract: _____

Amount of this Change Order: _____
(decrease) (increase)

REVISED CONTRACT AMOUNT: _____

An (increase) (decrease) (no change) of _____ days in the contract is hereby authorized

---

The work to be completed under this change order is as follows:

The work to be covered by this order shall be performed under the same terms and conditions as included in the original contract.

By: _____ Date: _____
Contractor

Title: _____

Barnstable County

By: _____ Date: _____

By: _____ Date: _____

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____, 20_____

I,_____,_____
(Name of signatory party) (Title)

do hereby state:

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

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

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

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:	Address:	Phone No.:	Payroll No.:

Employer's Signature:	Title:	Contract No:	Tax Payer ID Number	Work Week Ending:

Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number

General / Prime Contractor's Name:	Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions

Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (B+C+D+E) (F)	Project Gross Wages (A x F) Total Gross Wages	Check No. (H)

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES ☐ NO ☐

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above ☐

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority
/ /