

City of Quincy Parks and Recreation
Workshop and Garage
1 Merrymount Parkway, Quincy, MA

Roof Replacement Specifications



Prepared For:

Gary Cunniff
Director of Public Buildings

City of Quincy
1305 Hancock Street
Quincy, MA 02169

Project # 12188
October 31, 2012

If you have printed this bid from the City of Quincy's Website or through an email, it is your responsibility to check for addenda at www.quincyma.gov before you turn in your proposal.

"Please send an acknowledgment that you have printed out this bid via email to;

kimtrillcott@quincyma.gov" The

City of Quincy will not be responsible for any bids received omitting any addenda acknowledgement.

Thank you

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Wessling Architects
Quincy, MA..

Park & Recreation Workshop and
Garage Roof Replacement
1 Merrymount Parkway
Quincy, MA

October 31, 2012
Project # 12188

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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NOT APPLICABLE

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INVITATION TO BID

CITY OF QUINCY, MASSACHUSETTS
PURCHASING DEPARTMENT
1305 HANCOCK ST., QUINCY, MA 02169

The City of Quincy invites sealed bids/proposals for:

“PARK & RECREATION WORKSHOP AND GARAGE ROOF REPLACEMENT”

BUILDING MAINTENANCE

NOVEMBER 27, 2012 @ 11:00 a.m.

The City of Quincy is accepting bids for “Re-Roof existing flat roof of a one-storey building”. The work under this project consists of, but is not limited to; removal of existing built-up roofing, repairs to wood roof deck, repair / replace deficient wood roof joists, re-roof entire building (approx. 13,500 sq.ft.), replace soffit and fascia boards, provide and install metal trim, clean-up and legal disposal of construction debris generated by this work.

Detailed specifications are available on-line at the City of Quincy’s website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM} for a non-refundable printing charge of \$50.00

A non-mandatory pre-bid walk thru will be held on November 14, 2012 at 9:00 a.m. at the Park & Recreation Building, 1 Merrymount Parkway, Quincy, MA 02170.

Bids/Proposals must be in a sealed envelope. The outside of the sealed envelope is to be clearly marked "**BID ENCLOSED**" with time/date of bid call.

The successful bidder will be required to conform to the payment of Prevailing Wage Rates, as determined by the Commissioner of Labor & Industries under the provision of M.G.L. Chapter 149, Section 26 to 27D as amended.

Firm bid prices will be given first consideration. Bids/Proposals will be received at the office of the Purchasing Agent until the time and date stated above, at which time and date they will be publicly opened and read. Late Bids/Proposals, delivered by mail or in person, will be rejected.

If applicable, bids shall be in accordance with M.G.L. Chapter 30B, Chapter 149 as amended, and Chapter 30, Sections 39A, 39B and 39F-R.

The right is reserved to reject any or all bids or to accept any part of a bid or the one deemed best for the City and waive any informalities in the bidding if it is in the best interest of the City to do so.

Thomas P. Koch, MAYOR

Kathryn R. Hobin, PURCHASING AGENT

DOCUMENT 001000 - INSTRUCTIONS TO BIDDERS

Project Name and Location: Park & Recreation Workshop and Garage Roof Replacement,
One Merrymount Parkway, Quincy, MA

1. This document contains instructions to bidders for the project named above. This bidding document shall become part of the contract documents.
2. Detailed specifications are available on-line at the City of Quincy's website, www.quincyma.gov and also available at the office of the Purchasing Agent, Quincy City Hall, 1305 Hancock Street, Quincy, Massachusetts, 02169, between the hours of 8:30^{AM} and 4:30^{PM} for a non-refundable printing charge of \$50.00
3. Deposit for Documents: A deposit is not required to obtain a copy of bidding documents that are available on the City of Quincy Web Site.
4. Submission of Bids all bids must be sealed and clearly labeled "BID ENCLOSED" and hand delivered. Submit all bid documents and required forms before the time and date below.

Submit Bids to:

Name: Mrs. Kathryn Hobin
Firm: City of Quincy Purchasing Department Director
Address: 1305 Hancock Street
City, State, ZIP: Quincy, MA 02169
Telephone: 617-376-1060
FAX: 617-376-1074

Bid due: Date and Time of Day: November 27, 2012 at 11:00 a.m.

4. A Bid Security is required – 5% bid bond.
5. Winning bidder will be required to provide a 100% Performance and 100% Payment Bond is required.
6. Oral or written modifications to bids will not be considered. All blanks shall be filled in.
7. The City of Quincy reserves the right to reject or accept any or all bids. The Owner reserves the right to waive any minor informalities.
8. The Building Owner reserves the right to modify the Contract Documents and re-bid the project, if necessary, to meet the budgetary requirements.
9. **All questions regarding this bid should be directed to Kathryn R. Hobin, Purchasing Agent through fax: 617-376-1074 and email: khobin@quincyma.gov and cc: to kimtrillcott@quincyma.gov Questions will be accepted until November 20, 2012 at noon**
10. A non-mandatory pre-bid walk thru will be held on **November 14, 2012** at 9:00 AM, at the Parks & Recreation Workshop and Garage, 1 Merrymount Pkwy, Quincy, MA

11. The Contractor shall visit the site and carefully examine the areas affected and all conditions, which may affect proper execution of the work, including field dimensions. The Owner will provide additional access at their convenience. No claims for additional costs will be allowed because of lack of full knowledge of the existing conditions. Contractor's proposal shall include all work necessary to complete the work as hereinafter specified.
12. The Contractor shall include all charges for all bonds, labor, materials, tools, staging, equipment, and supervision to complete, in a thoroughly workmanlike manner, all the work described hereafter. All work shall be according to code and approved by the proper authority.
13. The Contractor shall be responsible for obtaining all necessary permits required for the work. Such permits shall be obtained from the local or state authorities having jurisdiction over the work. The City of Quincy will waive the cost of the building permits for this project.
14. Where necessary, the Contractor shall take full and protective precautions to protect any and all property and structures in the vicinity of the work area from any damage whatsoever arising from the work. He shall, at his own expense, completely repair to the satisfaction of the Owner's and all damages to such property and structures arising from his operations.
15. Materials having salvage value shall become the property of the Owner. All existing roofing membrane shall be recycled with roofing manufacturer if possible. Contractor to follow and include in bid all manufacturer guidelines for existing roof membrane recycling process. All existing rigid roof insulation shall be recycled. Contractor to follow and include in bid all recycle company guidelines for existing roof insulation recycling process. All other materials and debris accumulated because of this operation shall be deposited in a designated dumpster on site. No hazardous materials shall be left on site or deposited in any container on site. The premises are to be left clean and neat.
17. Changes to the work order from these specifications, as written shall not be made by the Subcontractor except as provided in the General Conditions of the Contract. The Owner will not pay for any work done by the Contractor unless the Architect confirms the change or changes in writing prior to the execution of these changes. AIA Form G701 shall be used to show any additions or deductions to the contract proposal.
18. Insurance (as stipulated in exhibit "B" in contract (Specification Section 005000 - Agreement Form) - The Contractor and their sub-contractors shall each carry workmen's compensation liability insurance for work under this proposal. Insurance limits shall be in accordance with the requirements noted herewith. It shall be the responsibility of the Contractor to purchase from and maintain in a company or companies lawfully authorized to do business in Massachusetts insurance for protection from claims under workmen's compensation and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than the work itself, to property which may arise out of or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by a sub-contractor or anyone directly or indirectly employed by any of them. The Contractor shall render an in effect insurance certificate to the prior to starting work.

Commercial General Liability Insurance

AS STIPULATED IN EXHIBIT "B" IN CONTRACT (DOCUMENT 005000 - AGREEMENT FORM)

19. Contractor shall be prepared to sign Standard Short Form of Agreement between Owner and Contractor included herein. The Standard General Conditions of the Contract, Articles One through Fourteen inclusive, shall govern administration of the work. All documents shall be the latest edition.
20. The Building Owner reserves the right to reject any and all bids for the work, for any reason, and to waive any informalities in the bid procedure of bidding and to award the work to the bidder most suitable to the interest of the Owner.
21. Proposal shall also include total price for the complete work, including bond costs. Work shall commence upon award of contract, the City anticipates and accelerated work schedule for this project. Proposals should include the commencement and completion dates of the work. These dates shall be based on the estimate of working days excluding Saturdays, Sundays, and holidays. Contractors shall include a specific amount of rain days in their bid (reference Bid Form). Make-up workdays shall be supplemented by Saturdays as required to conform and maintain the project schedule.
22. Contractor's invoices or requisitions shall be submitted using AIA Form G702 and G702A. All requisitions shall be notarized.
23. The Bidder is advised that the Owner, as a "not for profit public agency", and is not required to pay the Massachusetts Sales Tax on materials to be purchased and built into the work. Contractor proposal and invoices for the project shall reflect this requirement.
24. Contractor shall furnish to the Owner when requested and before or with his invoice or requisition, Release of Lien form similar to AIA Document G706A.
25. DCAM Certification in the category of "Roofing" is required.

END OF SECTION 001000



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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction (2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	0.00	\$119.24
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85

For apprentice rates see "Apprentice- LABORER"

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	06/01/2012	\$28.48	\$10.40	\$5.95	0.00	\$44.83
	12/01/2012	\$29.08	\$10.40	\$5.95	0.00	\$45.43
	06/01/2013	\$29.88	\$10.40	\$5.95	0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - BOILERMAKER - Local 29						
Effective Date - 01/01/2010						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2012	\$47.41	\$10.18	\$17.25	0.00	\$74.84
BRICKLAYERS LOCAL 3 (QUINCY)	02/01/2013	\$47.99	\$10.18	\$17.25	0.00	\$75.42
	08/01/2013	\$48.89	\$10.18	\$17.32	0.00	\$76.39
	02/01/2014	\$49.45	\$10.18	\$17.32	0.00	\$76.95
	08/01/2014	\$50.35	\$10.18	\$17.39	0.00	\$77.92
	02/01/2015	\$50.91	\$10.18	\$17.39	0.00	\$78.48
	08/01/2015	\$51.81	\$10.18	\$17.46	0.00	\$79.45
	02/01/2016	\$52.38	\$10.18	\$17.46	0.00	\$80.02
	08/01/2016	\$53.28	\$10.18	\$17.54	0.00	\$81.00
	02/01/2017	\$53.85	\$10.18	\$17.54	0.00	\$81.57

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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Quincy						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$10.18	17.25	\$0.00	\$51.14
2	60	\$28.45	\$10.18	17.25	\$0.00	\$55.88
3	70	\$33.19	\$10.18	17.25	\$0.00	\$60.62
4	80	\$37.93	\$10.18	17.25	\$0.00	\$65.36
5	90	\$42.67	\$10.18	17.25	\$0.00	\$70.10
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.00	\$10.18	17.25	\$0.00	\$51.43
2	60	\$28.79	\$10.18	17.25	\$0.00	\$56.22
3	70	\$33.59	\$10.18	17.25	\$0.00	\$61.02
4	80	\$38.39	\$10.18	17.25	\$0.00	\$65.82
5	90	\$43.19	\$10.18	17.25	\$0.00	\$70.62

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER - Zone 2 Eastern MA						
Effective Date - 03/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	08/01/2012	\$42.42	\$10.50	\$18.61	1.30	\$72.83
BRICKLAYERS LOCAL 3 (QUINCY)	02/01/2013	\$42.87	\$10.50	\$18.61	1.30	\$73.28
	08/01/2013	\$43.62	\$10.50	\$18.61	1.30	\$74.03
	02/01/2014	\$44.05	\$10.50	\$18.61	1.30	\$74.46
	08/01/2014	\$44.80	\$10.50	\$18.61	1.30	\$75.21
	02/01/2015	\$45.23	\$10.50	\$18.61	1.30	\$75.64
	08/01/2015	\$45.98	\$10.50	\$18.61	1.30	\$76.39
	02/01/2016	\$46.43	\$10.50	\$18.61	1.30	\$76.84
	08/01/2016	\$47.18	\$10.50	\$18.61	1.30	\$77.59
	02/01/2017	\$47.63	\$10.50	\$18.61	1.30	\$78.04

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JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$10.50	12.11	\$1.30	\$45.12
2	60	\$25.45	\$10.50	13.61	\$1.30	\$50.86
3	65	\$27.57	\$10.50	14.61	\$1.30	\$53.98
4	70	\$29.69	\$10.50	15.61	\$1.30	\$57.10
5	75	\$31.82	\$10.50	16.61	\$1.30	\$60.23
6	80	\$33.94	\$10.50	17.61	\$1.30	\$63.35
7	90	\$38.18	\$10.50	18.61	\$1.30	\$68.59
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.44	\$10.50	12.11	\$1.30	\$45.35
2	60	\$25.72	\$10.50	13.61	\$1.30	\$51.13
3	65	\$27.87	\$10.50	14.61	\$1.30	\$54.28
4	70	\$30.01	\$10.50	15.61	\$1.30	\$57.42
5	75	\$32.15	\$10.50	16.61	\$1.30	\$60.56
6	80	\$34.30	\$10.50	17.61	\$1.30	\$63.71
7	90	\$38.58	\$10.50	18.61	\$1.30	\$68.99

Notes:

Steps are 6000 hours

Apprentice to Journeyworker Ratio:1:3

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$40.84	\$10.00	\$12.65	0.00	\$63.49
	12/01/2012	\$41.46	\$10.00	\$12.65	0.00	\$64.11
	06/01/2013	\$42.24	\$10.00	\$12.65	0.00	\$64.89
	12/01/2013	\$43.02	\$10.00	\$12.65	0.00	\$65.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: BURNERS LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: WRECKING LABORER LABORERS - ZONE 1 For apprentice rates see "Apprentice- LABORER"	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	0.00	\$88.65
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2012	\$54.88	\$9.80	\$17.67	0.00	\$82.35
	08/01/2013	\$56.98	\$9.80	\$17.67	0.00	\$84.45
	08/01/2014	\$59.08	\$9.80	\$17.67	0.00	\$86.55
	08/01/2015	\$61.18	\$9.80	\$17.67	0.00	\$88.65

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Lt. Governor

Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$58.80	\$9.80	\$17.67	0.00	\$86.27
	08/01/2013	\$61.05	\$9.80	\$17.67	0.00	\$88.52
	08/01/2014	\$63.30	\$9.80	\$17.67	0.00	\$90.77
	08/01/2015	\$65.55	\$9.80	\$17.67	0.00	\$93.02
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$82.32	\$9.80	\$17.67	0.00	\$109.79
	08/01/2013	\$85.47	\$9.80	\$17.67	0.00	\$112.94
	08/01/2014	\$88.62	\$9.80	\$17.67	0.00	\$116.09
	08/01/2015	\$91.77	\$9.80	\$17.67	0.00	\$119.24
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2012	\$42.81	\$13.00	\$14.13	0.00	\$69.94
	03/01/2013	\$43.52	\$13.00	\$14.16	0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	0.00	\$74.54
03/01/2016	\$48.23	\$13.00	\$14.30	0.00	\$75.53	

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELECTRICIAN - Local 103						
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.12	\$13.00	0.51	\$0.00	\$30.63
2	40	\$17.12	\$13.00	0.51	\$0.00	\$30.63
3	45	\$19.26	\$13.00	10.52	\$0.00	\$42.78
4	45	\$19.26	\$13.00	10.52	\$0.00	\$42.78
5	50	\$21.41	\$13.00	10.84	\$0.00	\$45.25
6	55	\$23.55	\$13.00	11.18	\$0.00	\$47.73
7	60	\$25.69	\$13.00	11.50	\$0.00	\$50.19
8	65	\$27.83	\$13.00	11.84	\$0.00	\$52.67
9	70	\$29.97	\$13.00	12.16	\$0.00	\$55.13
10	75	\$32.11	\$13.00	12.49	\$0.00	\$57.60
Effective Date - 03/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.41	\$13.00	0.52	\$0.00	\$30.93
2	40	\$17.41	\$13.00	0.52	\$0.00	\$30.93
3	45	\$19.58	\$13.00	10.53	\$0.00	\$43.11
4	45	\$19.58	\$13.00	10.53	\$0.00	\$43.11
5	50	\$21.76	\$13.00	10.85	\$0.00	\$45.61
6	55	\$23.94	\$13.00	11.19	\$0.00	\$48.13
7	60	\$26.11	\$13.00	11.51	\$0.00	\$50.62
8	65	\$28.29	\$13.00	11.85	\$0.00	\$53.14
9	70	\$30.46	\$13.00	12.17	\$0.00	\$55.63
10	75	\$32.64	\$13.00	12.51	\$0.00	\$58.15

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: : App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
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Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.26	\$10.00	\$12.65	0.00	\$60.91
	05/01/2013	\$38.87	\$10.00	\$12.65	0.00	\$61.52
	11/01/2013	\$39.63	\$10.00	\$12.65	0.00	\$62.28
	05/01/2014	\$40.40	\$10.00	\$12.65	0.00	\$63.05
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.66	\$10.00	\$12.65	0.00	\$62.31
	05/01/2013	\$40.28	\$10.00	\$12.65	0.00	\$62.93
	11/01/2013	\$41.05	\$10.00	\$12.65	0.00	\$63.70
	05/01/2014	\$41.82	\$10.00	\$12.65	0.00	\$64.47
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.18	\$10.00	\$12.65	0.00	\$43.83
	05/01/2013	\$21.54	\$10.00	\$12.65	0.00	\$44.19
	11/01/2013	\$22.00	\$10.00	\$12.65	0.00	\$44.65
	05/01/2014	\$22.45	\$10.00	\$12.65	0.00	\$45.10
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Prevailing Wage Rates

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JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	09/01/2012	\$42.81	\$13.00	\$14.13	0.00	\$69.94
	03/01/2013	\$43.52	\$13.00	\$14.16	0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	0.00	\$74.54
	03/01/2016	\$48.23	\$13.00	\$14.30	0.00	\$75.53
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i> / COMMISSIONING <i>ELECTRICIANS</i>	09/01/2012	\$32.11	\$13.00	\$12.49	0.00	\$57.60
	03/01/2013	\$32.64	\$13.00	\$12.51	0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	0.00	\$61.04
	03/01/2016	\$36.17	\$13.00	\$12.62	0.00	\$61.79
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$33.45	\$10.00	\$12.65	0.00	\$56.10
	12/01/2012	\$33.98	\$10.00	\$12.65	0.00	\$56.63
	06/01/2013	\$34.63	\$10.00	\$12.65	0.00	\$57.28
	12/01/2013	\$35.29	\$10.00	\$12.65	0.00	\$57.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER <i>LABORERS - ZONE 1</i>	06/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

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Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone I						
Effective Date - 03/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

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Awarding Authority: City of Quincy
Contract Number: City/Town: QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 35 Zone 2						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	14.01	\$0.00	\$53.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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 EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - OPERATING ENGINEERS - Local 4						
Effective Date - 06/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	60	\$23.90	\$10.00	12.65	\$0.00	\$46.55
3	65	\$25.90	\$10.00	12.65	\$0.00	\$48.55
4	70	\$27.89	\$10.00	12.65	\$0.00	\$50.54
5	75	\$29.88	\$10.00	12.65	\$0.00	\$52.53
6	80	\$31.87	\$10.00	12.65	\$0.00	\$54.52
7	85	\$33.86	\$10.00	12.65	\$0.00	\$56.51
8	90	\$35.86	\$10.00	12.65	\$0.00	\$58.51
Effective Date - 12/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	12.65	\$0.00	\$46.93
3	65	\$26.30	\$10.00	12.65	\$0.00	\$48.95
4	70	\$28.32	\$10.00	12.65	\$0.00	\$50.97
5	75	\$30.35	\$10.00	12.65	\$0.00	\$53.00
6	80	\$32.37	\$10.00	12.65	\$0.00	\$55.02
7	85	\$34.39	\$10.00	12.65	\$0.00	\$57.04
8	90	\$36.41	\$10.00	12.65	\$0.00	\$59.06

Notes:

Apprentice to Journeyworker Ratio:1:6

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	09/01/2012	\$42.81	\$13.00	\$14.13	0.00	\$69.94
	03/01/2013	\$43.52	\$13.00	\$14.16	0.00	\$70.68
	09/01/2013	\$44.20	\$13.00	\$14.18	0.00	\$71.38
	03/01/2014	\$44.92	\$13.00	\$14.20	0.00	\$72.12
	09/01/2014	\$45.60	\$13.00	\$14.22	0.00	\$72.82
	03/01/2015	\$46.32	\$13.00	\$14.24	0.00	\$73.56
	09/01/2015	\$47.27	\$13.00	\$14.27	0.00	\$74.54
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) <i>PIPEFITTERS LOCAL 537</i>	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

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Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	09/01/2012	\$41.46	\$10.65	\$11.50	0.00	\$63.61
	09/01/2013	\$43.06	\$10.65	\$11.50	0.00	\$65.21
	09/01/2014	\$45.06	\$10.65	\$11.50	0.00	\$67.21

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston						
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.73	\$10.65	8.60	\$0.00	\$39.98
2	60	\$24.88	\$10.65	9.18	\$0.00	\$44.71
3	70	\$29.02	\$10.65	9.76	\$0.00	\$49.43
4	80	\$33.17	\$10.65	10.34	\$0.00	\$54.16
Effective Date - 09/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$10.65	8.60	\$0.00	\$40.78
2	60	\$25.84	\$10.65	9.18	\$0.00	\$45.67
3	70	\$30.14	\$10.65	9.76	\$0.00	\$50.55
4	80	\$34.45	\$10.65	10.34	\$0.00	\$55.44
Notes: Steps are 1 year						
Apprentice to Journeyworker Ratio:1:4						
IRONWORKER/WELDER	09/16/2012	\$38.98	\$7.70	\$18.35	0.00	\$65.03
IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2013	\$40.23	\$7.70	\$18.35	0.00	\$66.28

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Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - IRONWORKER - Local 7 Boston						
Effective Date - 09/16/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.70	18.35	\$0.00	\$49.44
2	70	\$27.29	\$7.70	18.35	\$0.00	\$53.34
3	75	\$29.24	\$7.70	18.35	\$0.00	\$55.29
4	80	\$31.18	\$7.70	18.35	\$0.00	\$57.23
5	85	\$33.13	\$7.70	18.35	\$0.00	\$59.18
6	90	\$35.08	\$7.70	18.35	\$0.00	\$61.13
Effective Date - 03/16/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.14	\$7.70	18.35	\$0.00	\$50.19
2	70	\$28.16	\$7.70	18.35	\$0.00	\$54.21
3	75	\$30.17	\$7.70	18.35	\$0.00	\$56.22
4	80	\$32.18	\$7.70	18.35	\$0.00	\$58.23
5	85	\$34.20	\$7.70	18.35	\$0.00	\$60.25
6	90	\$36.21	\$7.70	18.35	\$0.00	\$62.26

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

Apprentice to Journeyworker Ratio:**

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER - Zone 1

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.38	\$7.10	12.45	\$0.00	\$38.93
2	70	\$22.61	\$7.10	12.45	\$0.00	\$42.16
3	80	\$25.84	\$7.10	12.45	\$0.00	\$45.39
4	90	\$29.07	\$7.10	12.45	\$0.00	\$48.62

Notes:

Apprentice to Journeyworker Ratio:1:5

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
For apprentice rates see "Apprentice- LABORER"						

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
For apprentice rates see "Apprentice- LABORER"						

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

For apprentice rates see "Apprentice- LABORER"

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2012	\$36.20	\$10.18	\$16.04	0.00	\$62.42
	02/01/2013	\$36.67	\$10.18	\$16.04	0.00	\$62.89
	08/01/2013	\$37.38	\$10.18	\$16.11	0.00	\$63.67
	02/01/2014	\$37.83	\$10.18	\$16.11	0.00	\$64.12
	08/01/2014	\$38.54	\$10.18	\$16.18	0.00	\$64.90
	02/01/2015	\$38.99	\$10.18	\$16.18	0.00	\$65.35
	08/01/2015	\$39.70	\$10.18	\$16.25	0.00	\$66.13
	02/01/2016	\$40.15	\$10.18	\$16.25	0.00	\$66.58
	08/01/2016	\$40.85	\$10.18	\$16.33	0.00	\$67.36
	02/01/2017	\$41.31	\$10.18	\$16.33	0.00	\$67.82

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.10	\$10.18	16.04	\$0.00	\$44.32
2	60	\$21.72	\$10.18	16.04	\$0.00	\$47.94
3	70	\$25.34	\$10.18	16.04	\$0.00	\$51.56
4	80	\$28.96	\$10.18	16.04	\$0.00	\$55.18
5	90	\$32.58	\$10.18	16.04	\$0.00	\$58.80
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.34	\$10.18	16.04	\$0.00	\$44.56
2	60	\$22.00	\$10.18	16.04	\$0.00	\$48.22
3	70	\$25.67	\$10.18	16.04	\$0.00	\$51.89
4	80	\$29.34	\$10.18	16.04	\$0.00	\$55.56
5	90	\$33.00	\$10.18	16.04	\$0.00	\$59.22

Notes:

Apprentice to Journeyworker Ratio:1:3

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Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2012	\$47.45	\$10.18	\$17.25	0.00	\$74.88
	02/01/2013	\$48.03	\$10.18	\$17.25	0.00	\$75.46
	08/01/2013	\$48.93	\$10.18	\$17.32	0.00	\$76.43
	02/01/2014	\$49.49	\$10.18	\$17.32	0.00	\$76.99
	08/01/2014	\$50.39	\$10.18	\$17.39	0.00	\$77.96
	02/01/2015	\$50.95	\$10.18	\$17.39	0.00	\$78.52
	08/01/2015	\$51.85	\$10.18	\$17.46	0.00	\$79.49
	02/01/2016	\$52.42	\$10.18	\$17.46	0.00	\$80.06
	08/01/2016	\$53.32	\$10.18	\$17.54	0.00	\$81.04
	02/01/2017	\$53.89	\$10.18	\$17.54	0.00	\$81.61

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.73	\$10.18	17.25	\$0.00	\$51.16
2	60	\$28.47	\$10.18	17.25	\$0.00	\$55.90
3	70	\$33.22	\$10.18	17.25	\$0.00	\$60.65
4	80	\$37.96	\$10.18	17.25	\$0.00	\$65.39
5	90	\$42.71	\$10.18	17.25	\$0.00	\$70.14
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.02	\$10.18	17.25	\$0.00	\$51.45
2	60	\$28.82	\$10.18	17.25	\$0.00	\$56.25
3	70	\$33.62	\$10.18	17.25	\$0.00	\$61.05
4	80	\$38.42	\$10.18	17.25	\$0.00	\$65.85
5	90	\$43.23	\$10.18	17.25	\$0.00	\$70.66

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85

Apprentice - *MILLWRIGHT - Local 1121 Zone 1*

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$21.31	\$10.00	\$12.65	0.00	\$43.96
	12/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	06/01/2013	\$22.07	\$10.00	\$12.65	0.00	\$44.72
	12/01/2013	\$22.49	\$10.00	\$12.65	0.00	\$45.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$24.60	\$10.00	\$12.65	0.00	\$47.25
	12/01/2012	\$24.99	\$10.00	\$12.65	0.00	\$47.64
	06/01/2013	\$25.47	\$10.00	\$12.65	0.00	\$48.12
	12/01/2013	\$25.96	\$10.00	\$12.65	0.00	\$48.61
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter (Spray or Sandblast, New) *	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

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JOANNE F. GOLDSTEIN
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HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	14.96	\$0.00	\$55.08

Notes:

Apprentice to Journeyworker Ratio:1:1

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
<i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

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Prevailing Wage Rates

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JOANNE F. GOLDSTEIN
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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

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Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Painter / Taper (BRUSH, REPAINT)	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
<i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT						
Effective Date - 07/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15
Effective Date - 01/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	14.96	\$0.00	\$52.07

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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Lt. Governor

Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	0.00	\$71.17
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2012	\$39.20	\$9.80	\$17.67	0.00	\$66.67
	08/01/2013	\$40.70	\$9.80	\$17.67	0.00	\$68.17
	08/01/2014	\$42.20	\$9.80	\$17.67	0.00	\$69.67
	08/01/2015	\$43.70	\$9.80	\$17.67	0.00	\$71.17

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PILE DRIVER - Local 56 Zone 1						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.60	\$9.80	17.67	\$0.00	\$47.07
2	60	\$23.52	\$9.80	17.67	\$0.00	\$50.99
3	70	\$27.44	\$9.80	17.67	\$0.00	\$54.91
4	75	\$29.40	\$9.80	17.67	\$0.00	\$56.87
5	80	\$31.36	\$9.80	17.67	\$0.00	\$58.83
6	80	\$31.36	\$9.80	17.67	\$0.00	\$58.83
7	90	\$35.28	\$9.80	17.67	\$0.00	\$62.75
8	90	\$35.28	\$9.80	17.67	\$0.00	\$62.75
Effective Date - 08/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.35	\$9.80	17.67	\$0.00	\$47.82
2	60	\$24.42	\$9.80	17.67	\$0.00	\$51.89
3	70	\$28.49	\$9.80	17.67	\$0.00	\$55.96
4	75	\$30.53	\$9.80	17.67	\$0.00	\$58.00
5	80	\$32.56	\$9.80	17.67	\$0.00	\$60.03
6	80	\$32.56	\$9.80	17.67	\$0.00	\$60.03
7	90	\$36.63	\$9.80	17.67	\$0.00	\$64.10
8	90	\$36.63	\$9.80	17.67	\$0.00	\$64.10

Notes:

Apprentice to Journeyworker Ratio:1:3

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Director

DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPEFITTER & STEAMFITTER	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

Apprentice - PIPEFITTER - Local 537

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Effective Date - 03/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.74	\$8.75	6.50	\$0.00	\$34.99
2	45	\$22.20	\$8.75	14.39	\$0.00	\$45.34
3	60	\$29.60	\$8.75	14.39	\$0.00	\$52.74
4	70	\$34.54	\$8.75	14.39	\$0.00	\$57.68
5	80	\$39.47	\$8.75	14.39	\$0.00	\$62.61

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

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Contract Number: **City/Town:** QUINCY
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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/GASFITTER - Local 12						
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46
Effective Date - 03/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.26	\$9.32	4.97	\$0.00	\$31.55
2	40	\$19.72	\$9.32	5.61	\$0.00	\$34.65
3	55	\$27.12	\$9.32	7.53	\$0.00	\$43.97
4	65	\$32.05	\$9.32	8.81	\$0.00	\$50.18
5	75	\$36.98	\$9.32	10.09	\$0.00	\$56.39
Notes:						
** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr Step4 with lic\$53.29 Step5 with lic\$59.49						
Apprentice to Journeyworker Ratio:**						
PNEUMATIC CONTROLS (TEMP.)	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
PIPEFITTERS LOCAL 537	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.80	\$7.10	\$12.45	0.00	\$52.35
	12/01/2012	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	06/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	0.00	\$59.10
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

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TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25b</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

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Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2012	\$36.41	\$10.50	\$10.70	0.00	\$57.61
	02/01/2013	\$37.41	\$10.50	\$10.70	0.00	\$58.61

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.21	\$10.50	3.38	\$0.00	\$32.09
2	60	\$21.85	\$10.50	10.70	\$0.00	\$43.05
3	65	\$23.67	\$10.50	10.70	\$0.00	\$44.87
4	75	\$27.31	\$10.50	10.70	\$0.00	\$48.51
5	85	\$30.95	\$10.50	10.70	\$0.00	\$52.15
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.71	\$10.50	3.38	\$0.00	\$32.59
2	60	\$22.45	\$10.50	10.70	\$0.00	\$43.65
3	65	\$24.32	\$10.50	10.70	\$0.00	\$45.52
4	75	\$28.06	\$10.50	10.70	\$0.00	\$49.26
5	85	\$31.80	\$10.50	10.70	\$0.00	\$53.00

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2012	\$36.66	\$10.50	\$10.70	0.00	\$57.86
ROOFERS LOCAL 33	02/01/2013	\$37.66	\$10.50	\$10.70	0.00	\$58.86
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52

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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SHEET METAL WORKER - Local 17-A						
Effective Date - 08/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.44	\$9.82	4.00	\$0.00	\$30.26
2	40	\$16.44	\$9.82	4.00	\$0.00	\$30.26
3	45	\$18.50	\$9.82	8.00	\$1.09	\$37.41
4	45	\$18.50	\$9.82	8.00	\$1.09	\$37.41
5	50	\$20.55	\$9.82	8.75	\$1.17	\$40.29
6	50	\$20.55	\$9.82	9.00	\$1.18	\$40.55
7	60	\$24.66	\$9.82	10.24	\$1.34	\$46.06
8	65	\$26.72	\$9.82	10.99	\$1.43	\$48.96
9	75	\$30.83	\$9.82	12.49	\$1.59	\$54.73
10	85	\$34.94	\$9.82	13.49	\$1.75	\$60.00
Effective Date - 02/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.94	\$9.82	4.00	\$0.00	\$30.76
2	40	\$16.94	\$9.82	4.00	\$0.00	\$30.76
3	45	\$19.06	\$9.82	8.00	\$1.11	\$37.99
4	45	\$19.06	\$9.82	8.00	\$1.11	\$37.99
5	50	\$21.18	\$9.82	8.75	\$1.19	\$40.94
6	50	\$21.18	\$9.82	9.00	\$1.20	\$41.20
7	60	\$25.41	\$9.82	10.24	\$1.36	\$46.83
8	65	\$27.53	\$9.82	10.99	\$1.45	\$49.79
9	75	\$31.76	\$9.82	12.49	\$1.62	\$55.69
10	85	\$36.00	\$9.82	13.49	\$1.78	\$61.09

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 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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 Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy

Contract Number: **City/Town:** QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<p>Notes: Steps are 6 mos.</p>						
Apprentice to Journeyworker Ratio:1:4						
SIGN ERECTOR	06/01/2012	\$25.37	\$6.82	\$6.85	0.00	\$39.04
PAINTERS LOCAL 35 - ZONE 2	06/01/2013	\$25.81	\$7.07	\$7.05	0.00	\$39.93

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SIGN ERECTOR - Local 35 Zone 2						
Effective Date - 06/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.69	\$6.82	0.00	\$0.00	\$19.51
2	55	\$13.95	\$6.82	2.35	\$0.00	\$23.12
3	60	\$15.22	\$6.82	2.35	\$0.00	\$24.39
4	65	\$16.49	\$6.82	2.35	\$0.00	\$25.66
5	70	\$17.76	\$6.82	6.85	\$0.00	\$31.43
6	75	\$19.03	\$6.82	6.85	\$0.00	\$32.70
7	80	\$20.30	\$6.82	6.85	\$0.00	\$33.97
8	85	\$21.56	\$6.82	6.85	\$0.00	\$35.23
9	90	\$22.83	\$6.82	6.85	\$0.00	\$36.50
Effective Date - 06/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	7.05	\$0.00	\$37.35

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 DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
 Secretary

HEATHER E. ROWE
 Director

DEVAL L. PATRICK
 Governor

TIMOTHY P. MURRAY
 Lt. Governor

Awarding Authority: City of Quincy

Contract Number: City/Town: QUINCY

Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim

Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Steps are 4 mos.						
Apprentice to Journeyworker Ratio:1:1						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A)</i>	09/01/2012	\$51.73	\$8.42	\$12.45	0.00	\$72.60
	03/01/2013	\$52.73	\$8.42	\$12.45	0.00	\$73.60

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - SPRINKLER FITTER - Local 550						
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.11	\$8.42	7.85	\$0.00	\$34.38
2	40	\$20.69	\$8.42	7.85	\$0.00	\$36.96
3	45	\$23.28	\$8.42	7.85	\$0.00	\$39.55
4	50	\$25.87	\$8.42	7.85	\$0.00	\$42.14
5	55	\$28.45	\$8.42	7.85	\$0.00	\$44.72
6	60	\$31.04	\$8.42	7.85	\$0.00	\$47.31
7	65	\$33.62	\$8.42	7.85	\$0.00	\$49.89
8	70	\$36.21	\$8.42	7.85	\$0.00	\$52.48
9	75	\$38.80	\$8.42	7.85	\$0.00	\$55.07
10	80	\$41.38	\$8.42	7.85	\$0.00	\$57.65
Effective Date - 03/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.46	\$8.42	7.85	\$0.00	\$34.73
2	40	\$21.09	\$8.42	7.85	\$0.00	\$37.36
3	45	\$23.73	\$8.42	7.85	\$0.00	\$40.00
4	50	\$26.37	\$8.42	7.85	\$0.00	\$42.64
5	55	\$29.00	\$8.42	7.85	\$0.00	\$45.27
6	60	\$31.64	\$8.42	7.85	\$0.00	\$47.91
7	65	\$34.27	\$8.42	7.85	\$0.00	\$50.54
8	70	\$36.91	\$8.42	7.85	\$0.00	\$53.18
9	75	\$39.55	\$8.42	7.85	\$0.00	\$55.82
10	80	\$42.18	\$8.42	7.85	\$0.00	\$58.45

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Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Steps are 850 hours						

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	09/01/2012	\$32.11	\$13.00	\$12.49	0.00	\$57.60
	03/01/2013	\$32.64	\$13.00	\$12.51	0.00	\$58.15
	09/01/2013	\$33.15	\$13.00	\$12.52	0.00	\$58.67
	03/01/2014	\$33.69	\$13.00	\$12.54	0.00	\$59.23
	09/01/2014	\$34.20	\$13.00	\$12.56	0.00	\$59.76
	03/01/2015	\$34.74	\$13.00	\$12.57	0.00	\$60.31
	09/01/2015	\$35.45	\$13.00	\$12.59	0.00	\$61.04
03/01/2016	\$36.17	\$13.00	\$12.62	0.00	\$61.79	

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103						
Effective Date - 09/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.84	\$13.00	0.39	\$0.00	\$26.23
2	40	\$12.84	\$13.00	0.39	\$0.00	\$26.23
3	45	\$14.45	\$13.00	9.77	\$0.00	\$37.22
4	45	\$14.45	\$13.00	9.77	\$0.00	\$37.22
5	50	\$16.06	\$13.00	10.02	\$0.00	\$39.08
6	55	\$17.66	\$13.00	10.27	\$0.00	\$40.93
7	60	\$19.27	\$13.00	10.52	\$0.00	\$42.79
8	65	\$20.87	\$13.00	10.77	\$0.00	\$44.64
9	70	\$22.48	\$13.00	11.02	\$0.00	\$46.50
10	75	\$24.08	\$13.00	11.26	\$0.00	\$48.34
Effective Date - 03/01/2013						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.06	\$13.00	0.39	\$0.00	\$26.45
2	40	\$13.06	\$13.00	0.39	\$0.00	\$26.45
3	45	\$14.69	\$13.00	9.78	\$0.00	\$37.47
4	45	\$14.69	\$13.00	9.78	\$0.00	\$37.47
5	50	\$16.32	\$13.00	10.03	\$0.00	\$39.35
6	55	\$17.95	\$13.00	10.28	\$0.00	\$41.23
7	60	\$19.58	\$13.00	10.53	\$0.00	\$43.11
8	65	\$21.22	\$13.00	10.78	\$0.00	\$45.00
9	70	\$22.85	\$13.00	11.03	\$0.00	\$46.88
10	75	\$24.48	\$13.00	11.28	\$0.00	\$48.76

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						
TERRAZZO FINISHERS	08/01/2012	\$46.35	\$10.18	\$17.25	0.00	\$73.78
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2013	\$46.93	\$10.18	\$17.25	0.00	\$74.36
	08/01/2013	\$47.83	\$10.18	\$17.32	0.00	\$75.33
	02/01/2014	\$48.39	\$10.18	\$17.32	0.00	\$75.89
	08/01/2014	\$49.29	\$10.18	\$17.39	0.00	\$76.86
	02/01/2015	\$49.85	\$10.18	\$17.39	0.00	\$77.42
	08/01/2015	\$50.75	\$10.18	\$17.46	0.00	\$78.39
	02/01/2016	\$51.32	\$10.18	\$17.46	0.00	\$78.96
	08/01/2016	\$52.22	\$10.18	\$17.54	0.00	\$79.94
	02/01/2017	\$52.79	\$10.18	\$17.54	0.00	\$80.51

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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

Prevailing Wage Rates

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

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lt. Governor

Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

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

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.18	\$10.18	17.25	\$0.00	\$50.61
2	60	\$27.81	\$10.18	17.25	\$0.00	\$55.24
3	70	\$32.45	\$10.18	17.25	\$0.00	\$59.88
4	80	\$37.08	\$10.18	17.25	\$0.00	\$64.51
5	90	\$41.72	\$10.18	17.25	\$0.00	\$69.15

Effective Date - 02/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.47	\$10.18	17.25	\$0.00	\$50.90
2	60	\$28.16	\$10.18	17.25	\$0.00	\$55.59
3	70	\$32.85	\$10.18	17.25	\$0.00	\$60.28
4	80	\$37.54	\$10.18	17.25	\$0.00	\$64.97
5	90	\$42.24	\$10.18	17.25	\$0.00	\$69.67

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)						
Effective Date - 12/01/2011						
Step percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
1 60	\$19.83	\$7.10	12.60	\$0.00	\$39.53	
2 70	\$23.14	\$7.10	12.60	\$0.00	\$42.84	
3 80	\$26.44	\$7.10	12.60	\$0.00	\$46.14	
4 90	\$29.75	\$7.10	12.60	\$0.00	\$49.45	
Notes:						
Apprentice to Journeyworker Ratio:1:3						
TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:



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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)						
Effective Date - 12/01/2011						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (approx. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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Awarding Authority: City of Quincy
Contract Number: **City/Town:** QUINCY
Description of Work: Removal of existing built-up roofing, repairs to wood roof deck/repair/replace wood roof joists, re-roof entire building (aprox. 13,.5 k sf) rep. soffit & fascia boards, provide & install metal trim
Job Location: 1 Merrymount Park Way, Quincy, MA 02170

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentices Information:

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

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

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

**SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)**

**Commonwealth of Massachusetts
Division of Capital Asset Management**

**PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT**

TO ALL BIDDERS AND AWARDING AUTHORITIES

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

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

AWARDING AUTHORITIES

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

BIDDER'S AFFIDAVIT

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

[Enter Bid Date Here]
Bid Date

[Enter Name of Prime/General Contractor Here]
Name of Prime/General Contractor

[Enter Project Number Here]
Project Number (or
name if no number)

[Enter Business Address Here]
Business Address

[Enter Name of Awarding Authority Here]
Awarding Authority

[Enter Your Telephone Number Here]
Telephone Number

SIGNATURE ⇨

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

- It is the awarding authority's responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder's Update Statement in making this determination. **Remember:** this information was not available to the Division of Capital Asset Management at the time of certification.
- The bidder's performance on the projected listed in Parts 1 and 2 must be part of your review. Contact the project references.
- **AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER'S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.**

Bidding Limits

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

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

determine whether the low bidder is within its Aggregate Work Limit:

- Step 1** Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).
- Step 2** Determine the annual dollar value of the work to be performed on your project. This is done as follows:
- (i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.
 - (ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.
- Step 3** Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. **The total may not exceed the bidder's Aggregate Work Limit.**

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 4.09(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 4.09(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE YOUR CURRENT CERTIFICATE OF ELIGIBILITY WAS ISSUED (NOT EXTENDED). *

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]
[Enter Project Title & Location Here]	[Enter Work Category]	[Enter Contract Price]	[Enter Start Date]	[Date Completed]

Attach additional sheets if necessary

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

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

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

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

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

If you have answered YES to either question, explain:

PART 2 - CURRENTLY HELD CONTRACTS

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

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

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

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

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

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

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

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

If you have answered YES to either question, explain:

PART 3 - PROJECT PERFORMANCE

Please answer the following questions. Information is to cover the period from the date your current Certificate of Eligibility was issued to the bid date.

If you answer YES to any question, on a separate page provide a complete explanation. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

	YES	NO
A. Has your firm been terminated on any contract prior to completing its work?	<input type="checkbox"/>	<input type="checkbox"/>
B. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?	<input type="checkbox"/>	<input type="checkbox"/>
C. Has your firm failed or refused to complete any punchlist work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
D. Has your surety taken over or been asked to complete any of your work under any contract?	<input type="checkbox"/>	<input type="checkbox"/>
E. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?	<input type="checkbox"/>	<input type="checkbox"/>
F. Has any subcontractor filed a demand for direct payment with an awarding authority on a public project for any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
G. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic's lien against property in connection with work performed or materials supplied under any of your contracts?	<input type="checkbox"/>	<input type="checkbox"/>
H. Have there been any deaths of employee or others occurring in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>
I. Has any employee or other person suffered an injury resulting in complete disability in excess of thirty working days in connection with any of your projects?	<input type="checkbox"/>	<input type="checkbox"/>

PART 4 - LEGAL PROCEEDINGS

Please answer the following questions. Information is to cover the period from the date your current Certificate of Eligibility was issued to the bid date.

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

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

	YES	NO
A. Have any judicial proceedings (other than criminal proceedings) been brought or concluded adversely against your firm or a principal or officer of your firm relating to the procurement or performance of any construction contract, including actions to obtain payment brought by subcontractors, suppliers or others?	<input type="checkbox"/>	<input type="checkbox"/>
B. Have any criminal proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to any of the following offenses: graft, embezzlement, forgery, bribery, falsification or destruction of records, receipt of stolen property or environmental offenses?	<input type="checkbox"/>	<input type="checkbox"/>
C. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of state or federal antitrust laws arising out of the submission of bids or proposals?	<input type="checkbox"/>	<input type="checkbox"/>
D. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of state or federal laws regulating campaign contributions?	<input type="checkbox"/>	<input type="checkbox"/>
E. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of chapter 268A of the Massachusetts General Laws?	<input type="checkbox"/>	<input type="checkbox"/>
F. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of any state or federal law regulating prevailing wages?	<input type="checkbox"/>	<input type="checkbox"/>
G. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of any state or federal law regulating hours of labor, minimum wages, overtime pay, equal pay, child labor or worker's compensation?	<input type="checkbox"/>	<input type="checkbox"/>
H. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a violation of any state or federal law prohibiting discrimination in employment?	<input type="checkbox"/>	<input type="checkbox"/>
I. Have any judicial or administrative proceedings been brought or concluded adversely against your firm or a principal or officer of your firm relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations or occupational health or safety?	<input type="checkbox"/>	<input type="checkbox"/>
J. Have any proceedings been brought by any state or federal agency to debar or suspend your firm or any principal or officer of your firm from public contracting?	<input type="checkbox"/>	<input type="checkbox"/>
K. Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	<input type="checkbox"/>	<input type="checkbox"/>

PART 5 - SUPERVISORY PERSONNEL

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

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? Yes No
If YES, attach a separate page providing complete details.

**SCHEDULE OF PARTICIPATION
MINORITY AND WOMEN BUSINESS ENTERPRISE**

ITEM I - Minority Business Enterprise Participation in the Works

Name and Address of MBE	Nature of Participation	Dollar Value of Participation
-------------------------	-------------------------	-------------------------------

1. _____

2. _____

Total MBE Commitment: _____

Percentage MBE Participation (Total Commitment)
(Total Bid Price) = _____

ITEM II - Women's Business Enterprise Participation in the Works

Name and Address of WBE	Nature of Participation	Dollar Value of Participation
-------------------------	-------------------------	-------------------------------

1. _____

2. _____

Total WBE Commitment:

Percentage WBE Participation (Total Commitment)
(Total Bid Price) = _____

The bidder agrees to furnish implementation reports as required by the Awarding Authority to indicate the M/WBE which it has used or intends to use. Breach of this commitment constitutes a breach of contract.

Name of General Bidder: _____

Date: _____ By: _____
(Signature)

Note: Participation of a minority-owned or women-owned enterprise may be counted in only one category; the same participation cannot be used in computing the percentage of the Minority Participation and again of Women Participation.

THIS FORM MUST BE SUBMITTED WITH THE BID.

EEO-190

LETTER OF INTENT - MINORITY BUSINESS ENTERPRISE

This form is to be completed by the MBE and must be submitted by the General Contractor as part of the bid proposal. A separate form must be completed for each MBE and WBE involved in the project.

Project Title: _____ **Project Location:** _____

TO: _____
(Name of Bidder)

FROM: _____
(Name of MBE)

I/We intend to perform work in connection with the above project as:

- an individual a partnership
- a corporation a joint venture with
- other (explain):

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

MBE Participation

<u>Description of Activity</u>	<u>Project Date</u> <u>Commencement</u>	<u>\$ Amount</u>	<u>% of Bid Price</u>
--------------------------------	--	------------------	-----------------------

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER

MBE

(Authorized Signature) DATE

(Authorized Signature) DATE

ADDRESS: _____

ADDRESS: _____

PHONE: () _____

PHONE: () _____

*****Copy of SOMWBA Certification Letter Must Be Attached and Submitted with Bid.**

LETTER OF INTENT – WOMEN'S BUSINESS ENTERPRISE

This form is to be completed by the WBE and must be submitted by the General Contractor as part of the bid proposal. A separate form must be completed for each MBE and WBE involved in the project.

Project Title: _____ Project Location: _____

TO: _____
(Name of Bidder)

FROM: _____
(Name of WBE)

I/We intend to perform work in connection with the above project as:
[] an individual [] a partnership
[] a corporation [] a joint venture with
[] other (explain): _____

It is understood that if you are awarded the contract, you intend to enter into an agreement to perform the activity described below for the prices indicated.

WBE Participation

Description of Activity	Project Date Commencement	\$ Amount	% of Bid Price
-------------------------	------------------------------	-----------	----------------

The undersigned certify that they will enter into a formal agreement upon execution of the contract for the above referenced project.

BIDDER

WBE

(Authorized Signature) DATE

(Authorized Signature) DATE

ADDRESS: _____

ADDRESS: _____

PHONE: () _____

PHONE: () _____

****Copy of SOMWBA Certification Letter Must Be Attached and Submitted with Bid.

**REQUEST FOR WAIVER
MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION**

Upon exhausting all known sources and making every possible effort to meet the minimum requirements for MBE/WBE participation, the Contractor may seek relief from these requirements by filing this form (completed) **NO LATER THAN FIVE (5) WORKING DAYS** following the bid opening. Failure to comply with this process shall be cause to reject the bidder, thereby rendering the contractor not eligible for award of the contract.

General Information

Project Title: _____ Project location: _____

Bid Opening (time/date): _____ Location: _____

Bidder: _____

Mailing Address: _____

Contact Person:

Telephone Number: () _____ Ext. _____

Minimum Requirements

The contractor must show that good faith efforts were undertaken to comply with the percentage goals as specified. The bidder seeking relief must show that such efforts were taken appropriately in advance of the time set for opening bid proposals to allow adequate time for response(s) by submitting the following:

- A. A detailed record of the effort made to contact and negotiate with minority and/or woman owned businesses, including:
 - 1. Names, addresses and telephone numbers of all such operations contacted;
 - 2. copies of written notice(s) which were sent to MBE/WBE potential subcontractors prior to bid opening;
 - 3. copies of advertisements prior to bid opening as appearing in general publications, trade-oriented publications, and applicable minority/women focus media detailing the opportunities for participation;
 - 4. a detailed statement as to why each subcontractor contacted (i) was not willing to do the job or (ii) was not qualified to perform the work as solicited; and
 - 5. in the case(s) where a negotiated price could not be reached, the bidder should detail what efforts were made to reach an agreement on a competitive price.
- B. The Agency may require the contractor to produce such additional information as it deems appropriate and may obtain whatever other information it deems necessary to reach a conclusion from any source.
- C. No later than fifteen (15) days after receipt of all necessary information and documentation, a decision will be

made in writing to the bidder. If the waiver request is denied, the facts upon which a denial is based will be set forth. A contractor who is dissatisfied with the decision may then appeal that decision to the EOE.

Special Note:

If it is determined that one or more of the MBE/WBE contractors, as submitted by the contractor on form EEO-190, is not SOMWBA certified by the Local Government Unit in accordance with the provision of Executive Order 237, the bidder shall have ten (10) working days, following notification to either find a certified MBE/WBE contractor to perform work equal to or greater than that of the uncertified contractor or submit a waiver request.

CERTIFICATION

The undersigned herewith certifies that the above information and appropriate attachments are true and accurate to the best of my ability and that I have been authorized to act on behalf of the bidder in this matter.

(Authorized Signature)

(DATE)

EEO-490

CERTIFICATION

Internal Accounting

The Contractor certifies that it has internal accounting controls, as required by Chapter 30, Section 39R and that the Contractor will:

1. maintain accurate and detailed accounts for a six (6) year period after the final payment;
2. file regular statements of management concerning internal auditing controls;
3. file an annual audited financial statement; and
4. submit a statement from an independent certified public accountant that such CPA has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements in (2) above, and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to designer's financial statements. General Laws, Chapter 7, Section 301 (e).

Signed under the pains and penalties of perjury:

Name of Company

Authorized Signature

Note: This form is to be completed only when the contract exceeds \$100,000 and is for the purchase of materials or for the construction, renovation, etc. of public works or public buildings.

(To be typed onto letterhead of the Certified Public Accountant)

City of Quincy
City Solicitor's Office
1305 Hancock Street
Quincy, MA 02169

Attn: James S. Timmins
City Solicitor

RE: _____
Project Name

Dear Mr. Timmins:

Please be advised that I have reviewed the statement on internal accounting controls prepared by/for _____ (Name of company), in connection with the above captioned project. This statement is required under Massachusetts General Laws, Chapter 30, Section 39R. In our opinion, representations of management are consistent with our evaluation of the system of internal accounting controls. In addition, we believe that they are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the firm's financial statements.

Yours sincerely,

Certified Public Accountant

Note: This form is to be completed only when the contract exceeds \$100,000. and is for the purchase of materials or for the construction, renovation, etc. of public works or public buildings.

INDEMNITY AGREEMENT

In consideration of the award of Contract No. _____.

by the City of Quincy, hereinafter referred to as INDEMNITEE, to the CONTRACTOR/BIDDER:

_____.

hereinafter referred to as INDEMNITOR, and for other good and valuable consideration, said INDEMNITOR agrees to hold INDEMNITEE, City of Quincy, and its various department and employees harmless from any and all liability, loss or damage that INDEMNITEE may suffer as the result of claims, demands, costs, including attorneys fees, or judgement or other actions against it by reason of any and all work done by or on behalf of the INDEMNITOR in connection with the above-referenced contract.

INDEMNITOR,

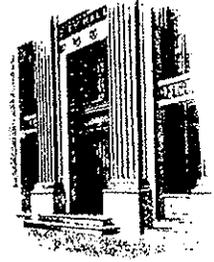
_____.

By Duly Authorized Agent

Date: _____.



City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



THOMAS P. KOCH
Mayor

Kathryn R. Hobin
Purchasing Agent
Phone: (617) 376-1060
Fax: (617) 376-1074

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the work "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Name: _____

Address: _____

City, Town & Zip: _____

Email #: _____

Name of Business: _____



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

TAX COMPLIANCE CERTIFICATE

MASS. GENERAL LAWS, CH. 62C, S: 49A(b)

I hereby certify that I have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding of child support.

Signed under the pains and penalties of perjury.

(1) Individual Contractor

(Contractor's Name and Signature)

Social Security Number

(2) Corporation, Association
or Partnership

(Contractor's Name)

Federal Tax ID Number, or
Social Security Number

By:

(Authorized Signature)

Note to Contractor: Please sign at (1) or (2), whichever applies.

001121-1

CHAPTER 62C. ADMINISTRATIVE PROVISIONS RELATIVE TO STATE TAXATION

Chapter 62C: Section 49A Certification of compliance with tax laws as prerequisite to obtaining license or governmental contract

Section 49A. (a) Any person applying to any department, board, commission, division, authority, district or other agency of the commonwealth or any subdivision of the commonwealth, including a city, town or district, for a right or license to conduct a profession, trade or business, or for the renewal of such right or license, shall certify upon such application, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. Such right or license shall not be issued or renewed unless such certification is made.

(b) No contract or other agreement for the purposes of providing goods, services or real estate space to any of the foregoing agencies shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(c) Any such agency, which has been notified by the commissioner pursuant to section forty-seven A that a person who holds a license or certificate of authority issued by such agency or who has agreed to furnish goods, services or real estate space to such agency has neglected or refused to file any returns or to pay any tax required under this chapter and that such person has not filed in good faith a pending application for abatement of such tax or a pending petition before the appellate tax board contesting such tax or has been penalized pursuant to section 9 of chapter 62E for failure to comply with the provisions under said chapter 62E relating to reporting of employees and contractors, or has been penalized pursuant to paragraph (3) of subsection (f) of section 12 of chapter 119A for failure to comply with the provisions under said chapter 119A relating to withholding and remitting child support, shall refuse to reissue, renew or extend such license, certificate of authority, contract or agreement until the agency receives a certificate issued by the commissioner that the person is in good standing with respect to any and all returns due and taxes payable to the commissioner as of the date of issuance of said certificate, including all returns and taxes referenced in the initial notification or, if the licensee has been penalized for failure to comply with the provisions relating to reporting of employees and contractors under chapter 62E or withholding and remitting child support under chapter 119A, a certificate issued by the commissioner that the licensee is in compliance with said provisions.

(d) Any person who owns or leases a motor vehicle or trailer that is required to be registered in the commonwealth under chapter 90 and improperly registers the motor vehicle or trailer in another state or misrepresents the place of garaging of the motor vehicle or trailer in another city or town, shall be considered in violation of laws of the commonwealth relating to taxes under chapter 60A, chapter 64H or chapter 64I. The right, license or contract provided for in subsections (a) and (b) shall not be issued or renewed until the person or business entity has paid all taxes due at the time of application for such right, license or contract.

(e) Any person who, for the purpose of evading payment of a tax pursuant to chapters 59 to 64J, inclusive, willfully makes and subscribes any return, form, statement or other document pursuant to subsection (a), (b) or (d) that contains or is verified by a written declaration that is made under the penalties of perjury, and that contains information that he does not believe to be true and correct as to every matter material to his compliance with all laws of the commonwealth relating to taxes, shall be subject to section 73.



CITY OF QUINCY
Purchasing Department
1305 Hancock Street, Quincy, MA 02169

Phone: 376-1060

Fax: 376-1074

SIGNATURE AUTHORIZATION

At a duly authorized meeting of the Board of Directors of the

(NAME OF CORPORATION)

held on _____, at which all the Directors were present or waived notice, it was
(DATE)

VOTED, that:

(NAME) (OFFICER)

of this company, he and she hereby is authorized to execute Contracts and Bonds in the name and behalf of said Company, and affix its Corporate Seal thereto, and such execution of any Contract or obligation in this Company's name on its behalf by such _____ under seal of the Company, shall be valid
(OFFICER)

and binding upon this Company. It was further voted that the City of Quincy may rely on such authorization of future Contracts until notified to the contrary.

A true copy,

ATTEST: _____
(CLERK'S SIGNATURE)

PLACE OF BUSINESS: _____

DATE OF THIS CONTRACT: _____

I hereby certify that I am the Clerk of the:

_____ that _____ is the
(COMPANY) (NAME)

duly elected _____ of said Company, and that the above VOTE has not been
(TITLE)

amended or rescinded and remains in full force and effect as of the date of this Contract.

_____ CORPORATE SEAL

CERTIFICATION RELATING TO DEBARMENT AND SUSPENSION

The undersigned contractor certifies to the City of Quincy that neither it nor its principals, officers or any affiliated entities has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction in accordance with the requirements of OMB Circular A-87 and with Executive Order 12549, "Debarment and Suspension."

Furthermore, the contractor certifies that it shall not make any subcontract or permit any subcontract to be made with any party which is debarred or suspended or is otherwise excluded in accordance with said OMB Circular and with Executive Order 12549.

This certification shall be for the benefit of the City of Quincy and its successors and/or assigns and is binding upon the contractor, its successors and assigned.

Executed under seal this _____ day of _____, _____.

Contractor Name
By its duly authorized agent,

Contract Number _____

(Authorized Signature)

**CERTIFICATION OF GENERAL BIDDERS ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date: _____

Name of General Bidder

By _____
Signature

Print name and title

Business Address

Street Address City and State

**CERTIFICATION OF SUB- BIDDERS (IF ANY) ON PUBLIC CONSTRUCTION
PROJECTS**

I. CERTIFICATION REGARDING HEALTH AND SAFETY

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

II. CERTIFICATION REGARDING NON-COLLUSION AND DEBARMENT

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

Date _____

Name of Sub-bidder

By _____
Signature

Print Name and Title

Business Name

Street Address, City and State

SECTION 003000 – BID FORM

PART 1 - GENERAL

- 1.1 Submit bids in compliance with Document 001000 – Instructions to Bidders. Fill in all blanks. The Owner, reserves the right to reject incomplete bid forms.
- 1.2 This document contains instructions to bidders for the project named above. This bidding document shall become part of the contract documents.

PROJECT NAMES:

Park & Recreation Workshop and Garage Roof Replacement,
One Merrymount Parkway
Quincy, MA 02169

- 1.3 The undersigned proposes to furnish all labor and materials required for construction of the above, described project in accordance with the Contract Documents including drawings and specifications prepared by Stephen J. Wessling Architects, Inc. dated October 31, 2012.

Name and Address of Bidder: _____

1.4 BASE BID

- A. The Bidder: The Contractor proposes to perform all of the Work required by the Contract Documents, for the Base Bid for the amount as follows including Bonds (Please be advised the city of Quincy will waive all permit fees):

- 1. Base Bid: (Fill in amount in words and numbers)

_____ \$ _____

B. PROJECT TIMELINE/RAIN DAYS

1. The Bidder proposes the following start and substantial completion for the entire project, (Fill in):
 - 1) Proposed Starting Date: _____
 - 2) Proposed Number of Work Days: _____
 - 3) Substantial Completion Date: _____
2. The Bidder shall include fifteen (5) total Rain Days for the project duration. Make-up days shall be on Saturdays.

- C. By submitting this Bid Form, the Bidder certifies that he/she has visited the project site, is aware of existing conditions which affect the work, reviewed on-line facility events schedule and have reviewed the Contract Documents, including the following Addenda: (List Addenda received)
- _____

D. BID QUALIFICATIONS

1. Submit and attach all bid qualifications and reasons for qualifications with this Bid Form in space provided below. Include impact of bid qualifications on time, cost, or quality. Bid qualifications may include: Cash flow requirements, assumptions for access to the work, assumptions for staging the work, assumptions for protecting existing and abutting work, proposed modifications to General Conditions, proposed modifications to drawings and specifications.
2. Contractor shall submit with the bid a sequencing plan for the roof replacement project. This sequencing plan will be closely reviewed for conformance with the Contract Documents and facility requirements. Contractors

- E. Signed and sealed (Fill in name, position with company, bidder's signature, date and legal business name and address):

Name/Position: _____

Signature/Date: _____

Business Name/Address: _____

Bidder's Project Manager to be assigned to the Project (Fill in name):

- F. Bidder's Superintendant to be assigned to the Project (Fill in name):

G. Bidder's/Sub-Contractor Roofing Forman to be assigned to the Project (Fill in name):

PART 2 - ALTERNATES

2.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - New Roof system to be SBS Modified Bituminous Membrane Roofing in lieu of Polyvinyl-Chloride Roofing. Refer to drawing - A-503 and specification section 075216 "SBS Modified Bituminous Membrane Roofing"

_____ \$ _____

PART 3 - UNIT PRICES

2.2 SCHEDULE OF UNIT PRICING

A. UNIT PRICING NO. 1 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated roof joists, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify joist thickness prior to unit price work.

Add: _____ / Linear Foot. Deduct: _____ / Linear Foot.

B. UNIT PRICING NO. 2 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated wood decking, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify deck

thickness prior to unit price work. (The Contractor shall include 2600 SF of wood deck replacement in his Base Bid.)

Add: _____ / Square Foot. Deduct: _____ / Square Foot.

C. UNIT PRICING NO. 3 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated 2x fascia framing, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify framing thickness prior to unit price work. (The Contractor shall include 100% wood framing replacement in his Base Bid.)

Deduct: _____ / Linear Foot.

END OF SECTION 003000



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

| A201-2007

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

init.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

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§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

%

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents)

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unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

CONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

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Additions and Deletions Report for AIA[®] Document A101[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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A201-2007

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Avis Dalrymple, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:53:35 on 03/10/2011 under Order No. 5996708321_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

THE OWNER:
(Name and address)

THE ARCHITECT:
(Name and address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, 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.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

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§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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§ 3.7

PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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- .1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- ...
- .3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that which~~ would otherwise exist as to a party or person described in this Section 3.18.

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§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate ~~for~~ For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14-day~~ 14 day period shall constitute notice of no reasonable objection.

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section ~~9.2, 9.2.1~~ for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Linda Widberg, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:52:54 on 03/14/2011 under Order No. 5996708321_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

DOCUMENT 009500 – LIST OF DRAWINGS

The following drawings are part of this document, dated Wednesday October 31, 2012:

A-000	COVER SHEET
A-001	GENERAL REFERENCE & NOTES
AD-101	DEMOLITION ROOF PLAN
AD-501	DEMOLITION ROOF DETAILS
A-101	NEW CONSTRUCTION ROOF PLAN
A-201	DIAGRAMMATIC ELEVATIONS
A-501	TYPICAL ROOF DETAILS
A-502	TYPICAL ALTERNATE ROOF DETAILS

END OF SECTION 009500

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and as indicated on the construction drawings and in project specifications.

The request of contractor bids for the roof replacement, the project consists of:

DEMOLITION SCOPE:

REMOVE EXISTING GRAVEL, BUR PLIES AND FELTS AND ALL LAYERS INSULATION DOWN TO EXISTING WOOD DECK. ALLOW FOR 2600 SF DECK REPLACEMENT.
REMOVE WOOD AND MISCELLANEOUS PIPE BLOCKING SUPPORTS.
AT EXISTING VENT PIPES REMOVE ALL ASSOCIATED FLASHINGS, MEMBRANES AND SHINGLES.
REMOVE ALL MEMBRANES AND FLASHINGS FROM VENT AND MECHANICAL UNIT CURBS AND STACK.
MAKE SAFE AND REMOVE EXISTING WIRES, CABLES AND CABLE EQUIPMENT ON ROOF. STORE FOR REINSTALLATION.
REMOVE EXISTING ROOF FASCIA AND GUTTERS

NEW CONSTRUCTION SCOPE:

FURNISH AND INSTALL NEW 2 LAYERS OF 2" INSULATION. FURNISH AND INSTALL NEW PVC MEMBRANE ROOF SYSTEM.
FURNISH AND INSTALL NEW PVC MEMBRANE ROOF SYSTEM AT OVERHANG ROOF
FURNISH AND INSTALL NEW PIPE SUPPORTS WITH PVC NEW WALKWAY PAD.
AT EXISTING VENT PIPE FURNISH AND INSTALL NEW FLASHING.
FURNISH AND INSTALL NEW FLASHING AT EXISTING ROOF TOP UNIT CURBS AND STACKS.
FURNISH AND INSTALL NEW GUTTER AND DOWNSPOUT SYSTEM.
NEW CORRUGATED 5" ROUND DOWNSPOUT AND SPLASH BLOCK.
REINSTALL EXISTING WIRES, CABLES AND CABLE EQUIPMENT ON ROOF. EQUIPMENT TO PERFORM AS DID PRIOR TO REMOVAL.

- B. Type of Contract

1. Project will be constructed under a single prime contract (See Section 005000 – Agreement Form).

1.5 WORK UNDER SEPARATE CONTRACTS

- A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- B. Concurrent Work: Owner's separate contract for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
- C. Subsequent Work: Owner will award separate contract for the following additional work to be performed at site following Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.

1.6 FUTURE WORK

- A. The Contract Documents do not include requirements that will allow Owner to carry out future work following completion of this Project:

1.7 ACCESS TO SITE

- A. General: Contractor shall have owner selected use of Project site for construction operations during construction period. Contractor's use of Project site is limited to Owner's right to perform work, operate the school and related business.
- B. General: Contractor shall have limited use of Project site for construction operations..
- C. Use of Site: Limit use of Project site to work in areas determined by the owner.. Do not disturb portions of Project site beyond areas to be designated by the city.
 - 1. Limits: Confine construction operations to the smallest area possible so as to minimize the disruption of any school activities that take place.
 - 2. Driveways, Walkways and Entrances: Keep driveways parking garage entrances, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, students, teachers, facility personnel, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations. Contractor to coordinate and receive owner approval for all deliveries.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and all noise and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
 2. The contractor shall provide a safe environment for the occupants of the building during the work of this roof replacement.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, except as otherwise indicated.
1. Weekend Hours: Dependant on Owner's Approval
 2. Early Morning Hours: Dependant on Owner's Approval
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate all operations that may result in all levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Architect and Owner not less than two days in advance of all proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.

- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on the Project site is not permitted.
- G. Employee Identification: Owner will provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- H. Employee Screening: Comply with Owner's requirements regarding drug and background screening of Contractor personnel working on the Project site.
 - 1. Maintain list of approved screened personnel with Owner's Representative.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

Wessling Architects
Quincy, MA

Park & Recreation Workshop and
Garage Roof Replacement
1 Merrymount Parkway
Quincy, MA

October 31, 2012
Project #12188

1.11 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to the requirements of the building's owner.
 - 2. Cities Occupancy: Allow for the students, teachers, public facility personnel, management personnel, visitors, delivery services, and vehicles, use and occupancy of.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, Manager, Maintenance Personnel, and emergency vehicles at all times. Do not use these areas for storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Keep all means of egress clear of all obstructions at all times.
- B. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Sections of the building shall be open to the Owner, Students, Employees, and Public. Contractor shall coordinate access with the Owner. Repair damage caused by construction operations. Protect building and its occupants during construction period. Provide water and weather tight seals at the end of each workday and prior to any inclement weather.

1.3 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Contractor shall comply with all Owner's Rules and Regulations as specified. Reference contract for additional information.

PRODUCTS and EXECUTION (Not Used)

END OF SECTION 011400

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Sections:
 - 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as and a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

PART 4 - UNIT PRICES

3.1 SCHEDULE OF UNIT PRICING

A. UNIT PRICING NO. 1 – ROUGH CARPENTRY SPECIFICATION 061000

1. Provide add/deduct unit prices for changes in the Contract Quantities for the specified work listed in this section on the Form for General Bid. The Contractor shall include in all lump sum bids (contract price) his price for the following:
 1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
 2. Random removal and replacement of existing deteriorated roof joists, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify joist thickness prior to unit price work.

Add: _____ / Linear Foot. Deduct: _____ / Linear Foot.

B. UNIT PRICING NO. 2 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
2. Random removal and replacement of existing deteriorated wood decking, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify deck thickness prior to unit price work. (The Contractor shall include 2600 SF of wood deck replacement in his Base Bid.)

Add: _____ / Square Foot. Deduct: _____ / Square Foot.

C. UNIT PRICING NO. 3 – ROUGH CARPENTRY SPECIFICATION 061000

1. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.

2. Random removal and replacement of existing deteriorated 2x fascia framing, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify framing thickness prior to unit price work. (The Contractor shall include 100% wood framing replacement in his Base Bid.)

Deduct: _____ / Linear Foot.

END OF SECTION 012200

SECTION 012300 – ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - New Roof System to be SBS Modified Bituminous Roofing in lieu of Polyvinyl-Chloride Roofing.
- B. Refer to Specification Section - 075216 "SBS Modified Bituminous Membrane Roofing"
- C. Refer to Drawing – A-503 Alternate Roof Details

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
 - 2. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from Massachusetts State Building Code, Edition 7.
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed, unless otherwise indicated.
- C. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect

will return requests without action, except to record noncompliance with these requirements:

- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- b. Requested substitution does not require extensive revisions to the Contract Documents.
- c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
 - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
 - 1. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 - 2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 4. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.

- c. Items required to be indicated as separate activities in Contractor's construction schedule.
 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 2. Arrange schedule of values consistent with format of AIA Document G703.
 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not installed.

- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 15th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in the Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Materials previously stored and included in previous Applications for Payment.
 - b. Work completed for this Application utilizing previously stored materials.
 - c. Additional materials stored with this Application.
 - d. Total materials remaining stored, including materials with this Application.
- I. Transmittal: Submit five signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

- K. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. When an application shows completion of an item, submit conditional final or full waivers.
 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- L. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of values.
 3. Contractor's construction schedule (preliminary if not final).
 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
 5. Products list (preliminary if not final).
 6. Schedule of unit prices.
 7. Submittal schedule (preliminary if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 12. Initial progress report.
 13. Report of preconstruction conference.
 14. Certificates of insurance and insurance policies.
 15. Performance and payment bonds.
 16. Data needed to acquire Owner's insurance.
- M. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- N. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Administrative and supervisory personnel.
 - 3. Coordination drawings.
 - 4. Requests for Information (RFIs).
 - 5. Project Web site.
 - 6. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate

construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

1.6 KEY PERSONNEL

- A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office and by each temporary telephone. Keep list current at all times.

1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: AIA Document G716.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.

- c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Use CSI Log Form 13.2B. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were dropped and not submitted.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Sustainable design requirements.
 - m. Preparation of record documents.
 - n. Use of the premises and existing buildings.
 - o. Work restrictions.
 - p. Working hours.
 - q. Owner's occupancy requirements.
 - r. Responsibility for temporary facilities and controls.
 - s. Procedures for moisture and mold control.
 - t. Procedures for disruptions and shutdowns.
 - u. Construction waste management and recycling.
 - v. Parking availability.
 - w. Office, work, and storage areas.
 - x. Equipment deliveries and priorities.
 - y. First aid.
 - z. Security.
 - aa. Progress cleaning.
 4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and

- installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.
 - i. Possible conflicts.
 - j. Compatibility problems.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written recommendations.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned

parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing sustainable design documentation.
 - e. Requirements for preparing operations and maintenance data.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Coordination of separate contracts.
 - k. Owner's partial occupancy requirements.
 - l. Installation of Owner's furniture, fixtures, and equipment.
 - m. Responsibility for removing temporary facilities and controls.
 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.

- 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
- a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

- c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders.

3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action, informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled dates for purchasing.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD Architecture 2009.
 - c. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of subcontractor.
 - g. Name of supplier.
 - h. Name of manufacturer.
 - i. Submittal number or other unique identifier, including revision identifier.

- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Include the following information on an inserted cover sheet:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Construction Manager.
 - e. Name of Contractor.
 - f. Name of firm or entity that prepared submittal.
 - g. Name of subcontractor.
 - h. Name of supplier.
 - i. Name of manufacturer.
 - j. Number and title of appropriate Specification Section.
 - k. Drawing number and detail references, as appropriate.
 - l. Location(s) where product is to be installed, as appropriate.
 - m. Related physical samples submitted directly.
 - n. Other necessary identification.
 5. Include the following information as keywords in the electronic file metadata:
 - a. Project name.
 - b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by the Architect.

- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use AIA Document G810 or CSI Form 12.1A.
 2. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Specification Section number and title.
 - i. Indication of full or partial submittal.
 - j. Drawing number and detail references, as appropriate.
 - k. Transmittal number.
 - l. Submittal and transmittal distribution record.
 - m. Remarks.
 - n. Signature of transmitter.
 3. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

- L. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit three paper copies of each submittal, unless otherwise indicated. Architect will return two copies.
 - 3. Informational Submittals: Submit two paper copies of each submittal, unless otherwise indicated. Architect will not return copies.
 - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
 - 5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
 - 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.

- e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
4. For equipment, include the following in addition to the above, as applicable:
 - a. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 5. Submit Product Data before or concurrent with Samples.
 6. Submit Product Data in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of Product Data, unless otherwise indicated. Architect will return two copies.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
 3. Submit Shop Drawings in the following format:
 - a. PDF electronic file.
 - b. Two opaque (bond) copies of each submittal. Architect will return one copy.
 - c. Three opaque copies of each submittal. Architect will retain two copies; remainder will be returned.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.

- c. Sample source.
 - d. Number and title of applicable Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in the following format:

- a. PDF electronic file.
 - b. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- G. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
 2. Number and title of related Specification Section(s) covered by subcontract.
 3. Drawing number and detail references, as appropriate, covered by subcontract.
 4. Submit subcontract list in the following format:
 - a. PDF electronic file.
 - b. Number of Copies: Three paper copies of subcontractor list, unless otherwise indicated. Architect will return two copies.
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- S. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections:
 - 1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
 - 2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and

completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged. Architect will provide list of mockup conditions with locations:
1. Integrated Exterior and/or Sample Mockups: Mockups of the exterior envelope erected on the building/condition location, consisting of multiple products, assemblies and subassemblies. Mock-ups shall include but not limited to main roof north and south truss caps (metal and membrane), typical sheet-to liquid applied roofing tie-in, atypical membrane tie-ins, temporary roofing tie-ins, metal fascias, through-wall/counterflashing metal and others.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 ACTION SUBMITTALS

- A. Shop Drawings: For integrated exterior mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
 - 1. Indicate manufacturer and model number of individual components.
 - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems.
 - 1. Seismic-force resisting system, designated seismic system, or component listed in the designated seismic system quality assurance plan prepared by the Architect.
 - 2. Main wind-force resisting system or a wind-resisting component listed in the wind-force-resisting system quality assurance plan prepared by the Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.

3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice of Award, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, including the following:
 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.

- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at the Project.
 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 7. Demolish and remove mockups when directed, unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup in accordance with approved Shop Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual specification sections, along with supporting materials.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses. .
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections:
 - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, Occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.
1. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- D. Dust-Control and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust-control and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
1. Locations of dust-control partitions at each phase of the work.
 2. HVAC system isolation schematic drawing.
 3. Location of proposed air filtration system discharge.
 4. Other dust-control measures.
 5. Waste management plan.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1; which ever is more stringent.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel office activities and to accommodate project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- C. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.
- D. Power Distribution System Circuits: Where permitted and overhead and surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

D. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Prior to commencing work, isolate the HVAC system in area where work is to be performed in accordance with approved coordination drawings.

a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.

b. Maintain negative air pressure within work area using HEPA-equipped air filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.

2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust containment devices.

3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 1. Connect temporary service to Owner's existing power source, as directed by Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 1. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary or use designated areas of Owner's existing parking areas for construction personnel.
- D. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- E. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- I. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- J. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Division 01 Section "Summary."
- B. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control

procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

- F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- G. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- H. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction and requirements indicated on Drawings.
 - 1. Construct covered walkways using scaffold or shoring framing.
 - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 3. Paint and maintain appearance of walkway for duration of the Work.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Sections:
 - 1. Division 01 Section "Alternates" for products selected under an alternate.
 - 2. Division 01 Section "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.
7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
 2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 3. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Submittal Time:** Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
 - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.

- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

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Quincy, MA

Park & Recreation Workshop and
Garage Roof Replacement
1 Merrymount Parkway
Quincy, MA

October 31, 2012
Project #12188

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Coordination of Owner-installed products.
 - 5. Progress cleaning.
 - 6. Starting and adjusting.
 - 7. Protection of installed construction.
 - 8. Correction of the Work.
- B. Related Sections:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For land surveyor and/or professional engineer.
- B. Certificates: Submit certificate signed by land surveyor and/or professional engineer certifying that location and elevation of improvements comply with requirements.

- C. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate how long services and systems will be disrupted.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.
- E. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Conveying systems.

- i. Electrical wiring systems.
 - j. Operating systems of special construction.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
- a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, utilize products for patching that comply with requirements of Division 01 Section "Sustainable Design Requirements."

- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a land surveyor and/or professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level, and plumb, of every major element as the Work progresses.
 - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

3.4 FIELD ENGINEERING (NOT USED)

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 2. Allow for building movement, including thermal expansion and contraction.
- H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- 3.6 OWNER-INSTALLED PRODUCTS
- A. Site Access: Provide access to Project site for Owner's construction personnel.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.

2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.7 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Utilize containers intended for holding waste materials of type to be stored.
 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers and rain leaders or into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.10 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

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Park & Recreation Workshop and
Garage Roof Replacement
1 Merrymount Parkway
Quincy, MA

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- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Divisions 2 through 7 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
 1. Steel reinforcing and accessories.
- B. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 1. Primary operational systems and equipment.
 2. Air or smoke barriers.
 3. Fire-protection systems.
 4. Control systems.
 5. Communication systems.
 6. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
 1. Membranes and flashings.
 2. Equipment supports.
 3. Piping, ductwork, vessels, and equipment.
 4. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
 1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
- E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.

END OF SECTION 017329

SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste (all roof membrane, all roof Insulation and product packaging).
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections:
 - 1. Division 07 Section " Roofing" for disposal requirements for roofing waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:
 - a. Asphaltic concrete paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Brick.
 - e. Concrete masonry units.
 - f. Wood studs.
 - g. Wood joists.
 - h. Plywood and oriented strand board.
 - i. Wood paneling.
 - j. Wood trim.
 - k. Structural and miscellaneous steel.
 - l. Rough hardware.
 - m. Roofing.
 - n. Insulation.
 - o. Doors and frames.
 - p. Door hardware.
 - q. Windows.
 - r. Glazing.
 - s. Metal studs.
 - t. Gypsum board.
 - u. Acoustical tile and panels.
 - v. Carpet.
 - w. Carpet pad.
 - x. Demountable partitions.
 - y. Equipment.
 - z. Cabinets.
 - aa. Plumbing fixtures.
 - bb. Piping.
 - cc. Supports and hangers.
 - dd. Valves.
 - ee. Sprinklers.
 - ff. Mechanical equipment.
 - gg. Refrigerants.
 - hh. Electrical conduit.
 - ii. Copper wiring.
 - jj. Lighting fixtures.
 - kk. Lamps.
 - ll. Ballasts.
 - mm. Electrical devices.

- nn. Switchgear and panelboards.
- oo. Transformers.

2. Construction Waste:

- a. Site-clearing waste.
- b. Masonry and CMU.
- c. Lumber.
- d. Wood sheet materials.
- e. Wood trim.
- f. Metals.
- g. Roofing.
- h. Insulation.
- i. Carpet and pad.
- j. Gypsum board.
- k. Piping.
- l. Electrical conduit.
- m. Packaging: Regardless of salvage/recycle goal indicated in paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste or Form CWM-8 for demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements of this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Use Form CWM-1 for construction waste or Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste or Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste or Form CWM-6 for demolition waste. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

END OF SECTION 017419

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Sections:
 - 1. Division 01 Section "Photographic Documentation" for submitting final completion construction photographic documentation.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in the following format:
 - a. PDF electronic file.
 - b. Three paper copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

- e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter upon inspection.
 - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report upon completion of cleaning.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

Wessling Architects
Quincy, MA

Park & Recreation Workshop and
Garage Roof Replacement
1 Merrymount Parkway
Quincy, MA

October 31, 2012
Project #12188

- D. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls" and Division 01 Section "Construction Waste Management and Disposal."

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Sections:
 - 1. Division 01 Section "Execution" for final property survey.
 - 2. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 3. Divisions 02 through 49 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal: Submit one paper copy set and PDF electronic files of marked-up record prints and one set(s) of plots from corrected record digital data files. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal: Submit one paper copy set and PDF electronic files of marked-up record prints. Print each Drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal: Submit one paper copy set and PDF electronic files of marked-up record prints, one set(s) of record digital data files, and three set(s) of record digital

data file plots. Plot each drawing file, whether or not changes and additional information were recorded.

- B. Record Specifications: Submit one paper copy and PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy and PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit one paper copy and PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated in Project record documents concurrent with progress of the Work, including modifications, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.

- e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: DWG, Version AutoCAD Architecture 2011, operating in Microsoft Windows operating system.
 3. Format: Annotated PDF electronic file.
 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 5. Refer instances of uncertainty to Architect for resolution.
 6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. Refer to Division 01 Section "Submittal Procedures" for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.

2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file and paper copy and scanned PDF electronic file(s) of marked up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file and paper copy and scanned PDF electronic file(s) of marked up paper copy of Product Data.
1. Include record Product Data directory organized by specification section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file, paper copy and scanned PDF electronic file(s) of marked up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by specification section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Dimension lumber required for replacement of deteriorated wood deck (Unit Price).
2. Wood Joist Replacement (Unit Price).
3. Wood blocking for rooftop equipment bases and support curbs.
4. Wood blocking and nailers as called for in the Drawings.
5. Wood sleepers.

B. Related Requirements:

1. Division 07 Section "Preparation for Re-Roofing" for recover board beneath new membrane roofing.
2. Division 07 Section "Polyvinyl Chloride (PVC) Roofing" for attachment of membrane and flashings.
3. Division 07 Section "SBS Modified Bituminous Membrane Roofing" for attachment of membrane and flashings.
4. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter flashings.
5. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.
3. RIS: Redwood Inspection Service.
4. SPIB: The Southern Pine Inspection Bureau.
5. WCLIB: West Coast Lumber Inspection Bureau.
6. WWPA: Western Wood Products Association.

1.4 CODES AND REFERENCES

- A. Except as modified by the requirements of other governing codes and by this specification, plywood sheathing and wood blocking and its installation shall conform to the provisions and recommendations of the following codes and standards:
1. Massachusetts State Building Code (Current Edition).
 2. Factory Mutual Loss Prevention Data Sheet 1-49.
 3. American Plywood Association (APA) "Plywood Design Specification".
 4. American Wood Preservers Association (AWPA) "C1-A11 Timber Products Preservation Treatment by Pressure Process".
 5. American Forest and Paper Association (AFPA) "National Design Specification for Wood Construction (NDS)" and supplemental "Design Values for Wood Construction".
 6. U.S. Product Standard PS 1 for Construction & Industrial Plywood with Typical APA Trademarks.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.6 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
 2. Power-driven fasteners.
 3. Expansion anchors.

1.7 UNIT PRICES

- A. The Contractor shall notify the Owner or Architect immediately upon uncovering existing wood decking showing signs of deterioration, including water damage, rot, warping or excessive deflection.
- B. The Contractor shall provide the following work on a unit price basis and shall include the unit prices with his bid.
 - 1. Random removal and replacement of existing deteriorated wood decking, including fastening, as directed by the Architect. Quantities shall be determined by calculation of actual square footage installed with no allowance for waste. Contractor shall verify deck thickness prior to unit price work. (The Contractor shall include the following quantities of wood deck replacement in his Base Bid.)

Park & Recreation Complex – 2600 square feet

The Contractor shall perform unit price work only when approved by the Owner or Architect. The Contractor shall properly document that the work has been completed. Proper documentation shall include photos and locations shown on the roof plan. The Architect and Contractor's superintendent shall sign quantity sheets on a daily basis for quantities installed.

1.8 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification for wood preservative treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the materials tested.

1.9 DELIVERY, STORAGE AND HANDLING

- A. Stack lumber flat with spacers beneath each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Certified Wood: Materials shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship for the following:
 - 1. Dimension lumber framing.
 - 2. Miscellaneous lumber.

- B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- C. Maximum Moisture Content of Lumber: 19 percent for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; Category UC3b.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Application: Treat items indicated on Drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing and flashing.
 - 2. Blocking and similar concealed members in contact with masonry or concrete.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
 - 3. Rooftop equipment bases and support curbs.
 - 4. Deck Replacement.
- B. For items of dimension lumber size, provide Construction or No. 2 and any of the following species:
 - 1. Hem-fir (north); NLGA.

2. Mixed southern pine; SPIB.
 3. Spruce-pine-fir; NLGA.
 4. Hem-fir; WCLIB or WWPA.
 5. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.
 6. Western woods; WCLIB or WWPA.
 7. Northern species; NLGA.
 8. Eastern softwoods; NeLMA.
- C. For concealed boards, provide lumber with 19 percent maximum moisture content and any of the following species and grades:
1. Mixed southern pine; No. 2 grade; SPIB.
 2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
 3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
 4. Eastern softwoods; No. 2 Common grade; NeLMA.
 5. Northern species; No. 2 Common grade; NLGA.
 6. Western woods; Construction or No. 2 Common grade; WCLIB or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.4 PLYWOOD BACKING PANELS

- A. Equipment and Parapet Backing Panels and blocking stiffeners: DOC PS 1, Exterior, CDX, in thickness indicated or, if not indicated, not less than 3/4-inch (13-mm) nominal thickness.
1. Plywood shall comply with standard exterior grade CDX plywood."

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M or Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.

- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.
 - 4. Perimeter Blocking, FM Global Data Sheet 1-49.
- D. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

3.3 PROTECTION

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes sufficiently wet that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 061000

SECTION 070150.19 - PREPARATION FOR RE-ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Removal and replacement of built-up roofing and insulation down to the structural wood deck.
2. Removal of membrane edge, curb and base flashings.
3. Removal of metal edge, curb, cricket and base flashings.
4. Removal of abandoned roof top curbs, equipment and penetrations, as shown on the Drawings.
5. Removal of existing pipe and equipment supports.

B. Related Sections:

1. Division 01 Section "Summary" for use of the premises and phasing requirements.
2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.
3. Division 06 Section "Rough Carpentry".
4. Division 07 Section "Polyvinyl Chloride (PVC) Roofing".
5. Division 07 Section "SBS Modified Bitumen Membrane Roofing".
6. Division 07 Section "Sheet Metal Flashing and Trim".

1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Existing Membrane Roofing System: Built-up coal-tar roofing membrane, surfacing, and components and accessories between deck and roofing membrane.

- C. Roof Tear-Off: Removal of existing membrane roofing system from deck.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer including certificate that Installer is licensed to perform asbestos abatement and is approved by warrantor of existing roofing system].
- B. Fastener pull-out test report.
- C. Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- D. Landfill Records: Indicate receipt and acceptance of hazardous wastes, such as asbestos-containing material, by a landfill facility licensed to accept hazardous wastes.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system, licensed to perform asbestos abatement in the State or jurisdiction where Project is located and approved by warrantor of existing roofing system to work on existing roofing.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference: Conduct conference at job site (1 Merrymount Parkway).
 - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
 - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.

- b. Existing roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.
- c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- d. Existing deck removal procedures and Owner notifications.
- e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
- f. Structural loading limitations of deck during reroofing.
- g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
- h. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
- i. Asbestos removal and discovery of asbestos-containing materials.
- j. Governing regulations and requirements for insurance and certificates if applicable.
- k. Existing conditions that may require notification of Architect before proceeding.

1.8 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
 - 1. Coordinate work activities daily with Owner or Architect so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area.
 - 2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated before proceeding with work over the impaired deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
 - 1. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's reference. Contractor is responsible for conclusions derived from existing documents.
- E. No member of the roof shall be overstressed due to construction loads and demolition operations. The Owner assumes no responsibility for the actual condition of the structure.
- F. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.

- G. If asbestos materials, or materials suspected to contain asbestos, are encountered during construction, demolition, or cutting and patching, the Contractor shall immediately cease work in the area of the suspected material, and immediately notify both the Owner and Architect. The Owner or Architect, or their designated representative, will investigate these materials and determine the method for removal, disposal, or encapsulation of these materials.
- H. If the Contractor or Subcontractor disturbs, removes, disposes, or encapsulates these materials without written authorization and instructions from the Owner or Consultant; or disturbs, removes, disposes, or encapsulates these materials in a manner not in accordance with the authorizations and instructions, the Contractor and Subcontractor shall indemnify, defend, and hold harmless the Owner and Consultant against any loss, damage, or liability arising or resulting from such unauthorized improper acts of the Contractor and Subcontractor; and further, the Owner and Consultant shall not be responsible for any such loss, damage, or liability arising or resulting from the Contractor's or Subcontractor's acts.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide adequate number and size of dumpsters, refuse containers, trucks, chutes, etc. for proper execution of demolition work. All demolition removal containers shall be properly protected and maintained on a daily basis. Owner must approve locations of dumpsters/refuse containers. Contractor shall submit to the Architect, for approval, proposed methods used to conduct demolition operations and debris control.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drainage in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking drainage path.
 - 1. If roof drainage is temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner and Architect each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Remove loose aggregate from aggregate-surfaced built-up bituminous roofing using a power broom or vacuum. Remove existing designated wet built-up roofing and insulation from the Park & recreation Complex roof.
- C. Roof Tear-Off: Remove existing roofing membrane(s) and other membrane roofing system components down to the deck.
 - 1. Remove fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.
- D. Provide additional deck securement as indicated on Drawings.
- E. Replace deteriorated wood deck as required. Replacement deck is specified in Section 061000 "Rough Carpentry."
- F. Repair deteriorated lightweight tapered fill as required. Repair of lightweight tapered fill is specified in Section 034200 "Lightweight Concrete Deck Repairs".

3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
 - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish.
- C. Inspect parapet sheathing for deterioration and damage. If parapet sheathing has deteriorated, immediately notify Architect.
- D. Plywood parapet sheathing is specified in Section 061000 "Rough Carpentry."

3.5 FASTENER PULL-OUT TESTING

- A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to Architect before installing new membrane roofing system.
 - 1. Obtain Architect's and roofing membrane manufacturer's approval to proceed with specified fastening pattern. Architect and Roofing membrane manufacturer may furnish revised fastening pattern commensurate with pull-out test results.

3.6 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 070150.19

SECTION 075216 - STYRENE-BUTADIENE-STYRENE (SBS) MODIFIED BITUMINOUS
MEMBRANE ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Hybrid roofing system that combines two-ply of specified base sheets set in cold adhesive with one-ply of SBS-modified bituminous membrane cap sheet set in cold adhesive and covered with granule surfacing and associated two-ply base and edge flashing system.
2. Self-Adhering vapor retarder.
3. Mechanically attached substrate board (1/2 in thick), adhered roof insulation (two layers of two inch thick polyisocyanurate), and adhered cover board (1/2 inch thick).

B. Related Sections:

1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 Section "Preparation for Re-Roofing" for recover board beneath new membrane roofing.
3. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
4. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F, measured at the mop cart or mechanical spreader immediately before application.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.
 - 1. Corner Uplift Pressure: 114 lbf/sq. ft.
 - 2. Perimeter Uplift Pressure: 87 lbf/sq. ft.
 - 3. Field-of-Roof Uplift Pressure: 59 lbf/sq. ft.
- D. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
 - 1. Fire/Windstorm Classification: Class 1A-120 (Field).
 - 2. Hail Resistance Rating: MH.
- E. Energy Performance: Provide roofing system that is listed on DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- F. Energy Performance: Provide roofing system with initial Solar Reflectance not less than 0.70 and Thermal Emittance not less than 0.75 when tested according to Cool Roof Rating Council's CRRC-1.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - 2. Drain sumps, crickets, saddles, and tapered edge strips, including slopes.
 - 3. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:

1. Sheet roofing materials, including vapor barrier, base-ply sheet, flashing base ply membrane cap sheet and flashing cap sheet, of color specified.
2. Roof insulation, substrate board and cover board.
3. 3 lb of aggregate surfacing material in gradation and color indicated.
4. Walkway pads or rolls.
5. Six insulation fasteners of each type, length, and finish.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 1. Certify that roof system furnished is approved by Factory Mutual in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
 2. Certify that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
 3. Certify that the roof system is adhered properly to meet or exceed the specified wind uplift requirements.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.
- D. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed and FM Approvals approved for membrane roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Source Limitations: Obtain components including roof insulation, substrate board, cover board, fasteners and vapor barrier for membrane roofing system approved by membrane roofing manufacturer and included in the specified system warranty.

- D. Exterior Fire-Test Exposure: ASTM E 108, Class A for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Preinstallation Roofing Conference: Conduct conference at Project Site (1 Merrymount Parkway)
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, cover boards, substrate board, roofing accessories, and other components of membrane roofing system.
 - 2. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SBS-MODIFIED ASPHALT-SHEET MATERIALS

- A. SBS-Modified Bituminous Membrane Roofing:
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Firestone Building Products.
 - b. Garland Company, Inc. (The).
 - c. Johns Manville.
 - d. Siplast, Inc.
 - e. Soprema.

- B. Roofing Membrane Sheet: ASTM D 6162, Grade S, Type II or III SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); smooth surfaced; minimum 105 mil thickness; suitable for application method specified and gravel surfacing.
- C. Granular-Surfaced Roofing Membrane Cap Sheet: ASTM D 6162, Grade G, Type II or III SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); white granular surfaced; minimum 130 mil thickness; suitable for application method specified at shelf roof areas.

2.2 BASE-SHEET MATERIALS

- A. Base Sheet: Two plies of ASTM D 4601, Type II, nonperforated, asphalt-impregnated and -coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.

2.3 BASE FLASHING SHEET MATERIALS

- A. Base Sheet: ASTM D 4601, Type II, asphalt-impregnated and -coated, glass-fiber sheet, dusted with fine mineral surfacing on both sides.
- B. Granule-Surfaced Flashing Sheet: ASTM D 6162, Grade G, Type I, II or III SBS-modified asphalt sheet (reinforced with a combination of polyester fabric and glass fibers); granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: White.
- C. : Woven glass-fiber cloth, treated with asphalt, complying with ASTM D 1668, Type I.

2.4 AUXILIARY ROOFING MEMBRANE MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing membrane.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 - 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Fiberglass Adhesives: 80 g/L.
 - e. Contact Adhesive: 80 g/L.
 - f. Other Adhesives: 250 g/L.
 - g. Nonmembrane Roof Sealants: 300 g/L.
 - h. Sealant Primers for Nonporous Substrates: 250 g/L.

- i. Sealant Primers for Porous Substrates: 775 g/L.
 3. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- B. Asphalt Primer: ASTM D 41.
 - C. Roofing Asphalt: ASTM D 312, Type III or IV as recommended by roofing system manufacturer for application.
 - D. Cold-Applied Adhesive: Roofing system manufacturer's standard asphalt-based, one- or two-part, asbestos-free, cold-applied adhesive specially formulated for compatibility and use with roofing membrane and base flashings.
 - E. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing system manufacturer for application.
 - F. Mastic Sealant: Polyisobutylene, plain or modified bitumen; nonhardening, nonmigrating, nonskinning, and nondrying.
 - G. Fasteners: Factory-coated steel fasteners and metal complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing membrane components to substrate; tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.
 - H. Metal Flashing Sheet: As specified in Section 076200 "Sheet Metal Flashing and Trim."
 - I. Roofing Granules: Ceramic-coated roofing granules, No. 11 screen size with 100 percent passing No. 8 sieve and 98 percent of mass retained on No. 40 sieve, color to match roofing membrane.
 - J. Aggregate Surfacing: Flood coat of modified cold adhesive and ASTM D1863 roofing aggregate consisting of pea gravel or flood coat of Type III or IV asphalt and gravel surfacing acceptable to the manufacturer.
 - K. Aluminum Surfacing as approved by membrane manufacturer for exposed flashings.
 - L. Miscellaneous Accessories: Provide those recommended by roofing system manufacturer.
- 2.5 SUBSTRATE BOARDS
- A. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch thick factory primed.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Georgia-Pacific Corporation; Dens Deck Prime.
 - B. Substrate Board: ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 1/2 inch thick.
 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. USG Corporation; Securock.
 - C. Fasteners: Factory-coated steel drive type fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to roof deck.
- 2.6 VAPOR RETARDER
- A. Self-Adhering Sheet Vapor Retarder: ASTM D 1970, minimum of 40-mil thick, polyethylene film laminated to layer of rubberized asphalt adhesive; maximum permeance rating of 0.1 perm; cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor-retarder manufacturer. (Vapor retarder must be acceptable to membrane manufacturer for use with cold applied adhesive applications of roof insulation).
- 2.7 ROOF INSULATION
- A. General: Preformed roof insulation boards manufactured or approved by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Approvals-approved roof insulation.
 - B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 3, felt or glass-fiber mat facer on both major surfaces.
 - C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated on the Drawings for sloping to drain.
- 2.8 INSULATION ACCESSORIES
- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
 - B. Fasteners: Factory-coated steel fasteners and metal plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer. Fastener length to vary with thickness of lightweight tapered fill.

- C. Modified Asphaltic Insulation Adhesive: Insulation manufacturer's recommended modified asphaltic, asbestos-free, cold-applied adhesive formulated to attach roof insulation to substrate or to another insulation layer.
- D. Bead-Applied Insulation Adhesive: Insulation manufacturers recommended bead-applied, low-rise, one-component or multicomponent urethane adhesive formulated to attach roof insulation to substrate or to another insulation layer.
- E. Full-Spread Applied Insulation Adhesive: Insulation manufacturer's recommended spray-applied, low-rise, two-component urethane adhesive formulated to attach roof insulation to substrate or to another insulation layer.
- F. Insulation Cant Strips: ASTM C 728, perlite insulation board.
- G. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- H. Wood Nailer Strips: Comply with requirements in Section 061000 "Rough Carpentry."
- I. Tapered Edge Strips: ASTM C 728, perlite insulation board.
- J. Tapered Edge Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- K. Cover Board: ASTM C 208, Type II, Grade 2, cellulosic-fiber insulation board, 1/2 inch thick.
- L. Cover Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate, 1/2 inch thick, factory primed or as approved by the membrane manufacturer to be included in the specified warranty.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Georgia-Pacific Corporation; Dens Deck Prime.
- M. Cover Board: ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 1/2 inch thick or as approved by the membrane manufacturer to be included in the specified warranty.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. USG Corporation; Securock.
- N. Substrate Joint Tape: 6- or 8-inch- wide, coated, glass-fiber joint tape.

2.9 WALKWAYS

- A. Walkway Pads: Reinforced asphaltic composition pads with slip-resisting mineral-granule surface manufactured as a traffic pad for foot traffic and acceptable to roofing system manufacturer, 3/8 inch thick, minimum.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood cants, blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 - 3. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 - 4. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
 - a. Test for moisture by pouring 1 pint of hot roofing asphalt on deck at start of each day's work and at start of each roof area or plane. Do not proceed with roofing work if test sample foams or can be easily and cleanly stripped after cooling.
 - 5. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 - 6. Verify that deck is securely fastened with no projecting fasteners and with no adjacent units in excess of 1/16 inch out of plane relative to adjoining deck.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.3 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Mechanically fasten substrate board to underlying concrete topping to resist uplift pressure at corners, perimeter, and field of roof to resist uplift pressure calculated according to ASCE/SEI 7.

3.4 VAPOR-RETARDER INSTALLATION

- A. Self-Adhering Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 inches and 6 inches, respectively. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into membrane roofing system.

3.5 INSULATION INSTALLATION

- A. Comply with roofing system manufacturer's written instructions for installing roof insulation.
- B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.
- C. Install tapered insulation (8'x8" drain sumps and where indicated on the Drawings) under area of roofing to conform to slopes indicated.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with insulation.
 - 1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.
- E. Install insulation under area of roofing to achieve required thickness. Install two layers of two inch thick insulation with joints of each succeeding layer staggered from joints of previous layer a minimum of 12 inches in each direction.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
 - 1. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

2. Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- I. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints a minimum of 12 inches in each direction from joints of insulation below. Loosely butt cover boards together. Tape joints if required by roofing system manufacturer.
 1. Adhere cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.6 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing" and as follows:
 1. Adhering Method: L (cold-applied adhesive).
 2. Vapor Retarder: One, installed over substrate board.
 3. Number of Glass-Fiber Base-Ply Sheets: Two.
 4. Number of SBS-Modified Asphalt Sheets: One.
 5. Surfacing Type: A (aggregate) at main roof;
- B. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- C. Where roof slope exceeds 3/4 inch per 12 inches, install roofing membrane sheets parallel with slope.
- D. Cooperate with testing agencies engaged or required to perform services for installing roofing system.
- E. Coordinate installation of roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
 1. At end of each day's work, provide tie-offs to cover exposed roofing membrane sheets and insulation with a course of coated felt set in roofing cement or hot roofing asphalt, with joints and edges sealed.
 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- F. Substrate-Joint Penetrations: Prevent adhesives from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

3.7 BASE-PLY SHEET INSTALLATION

- A. Install glass-fiber base-ply sheets according to roofing system manufacturer's written instructions starting at low point of roofing system. Align glass-fiber base-ply sheets without stretching. Extend sheets over and terminate 2 inches beyond cants. Install base flashing ply to all perimeter and projection details.
 - 1. Shingle side laps of glass-fiber base-ply sheets uniformly to ensure that required number of glass-fiber base-ply sheets covers substrate at any point. Shingle in direction to shed water.
 - 2. Embed each glass-fiber base-ply sheet in a continuous void-free coating of cold-applied adhesive to form a uniform membrane without glass-fiber base-ply sheets touching.

3.8 SBS-MODIFIED BITUMINOUS MEMBRANE INSTALLATION

- A. Install modified bituminous roofing membrane cap sheet according to roofing manufacturer's written instructions, starting at low point of roofing system. Extend roofing membrane sheets over and terminate beyond cants, installing as follows:
 - 1. Adhere to substrate in cold-applied adhesive.
 - 2. Unroll roofing membrane sheets and allow them to relax for minimum time period required by manufacturer.
- B. Laps: Accurately align roofing membrane sheets, without stretching, and maintain uniform side and end laps. Stagger end laps. Completely bond and seal laps, leaving no voids.
 - 1. Repair tears and voids in laps and lapped seams not completely sealed.
 - 2. Apply roofing granules to cover exuded bead at laps while bead is hot.
- C. Install roofing membrane sheets so side and end laps shed water.
- D. Aggregate Surfacing: Promptly after installing and testing roofing membrane, base flashing, and stripping, flood-coat roof surface with 60 lb/100 sq. ft. of hot roofing asphalt or manufacturer's approved cold adhesive. While flood coat is hot and fluid, cast the following average weight of aggregate in a uniform course:
 - 1. Aggregate Weight: 400 lb/100 sq. ft.

3.9 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloped and vertical surfaces, at roof edges, and at penetrations through roof; secure to substrates according to roofing system manufacturer's written instructions, and as follows:
 - 1. Prime substrates with asphalt primer at the rate of 100 square feet per gallon, if required by roofing system manufacturer.

2. Base Flashing Ply Application: Mechanically fasten backer sheet a minimum 8" above the finished roof surface at walls, curbs or parapets. Adhere backer sheet over roofing membrane at cants in cold-applied adhesive.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above roofing membrane and 4 inches onto field of roofing membrane.
- C. Mechanically fasten top of base flashing securely at terminations and perimeter of roofing.
 1. Seal top termination of base flashing with a strip of glass-fiber fabric set in asphalt roofing cement.
- D. Install roofing membrane cap-sheet stripping where metal flanges and edgings are set on membrane roofing according to roofing system manufacturer's written instructions.
- E. Roof Drains: Set 30-by-30-inch square lead/copper flashing in bed of asphalt roofing cement on completed roofing membrane. Extend lead/copper into drain a minimum of 2". Cover metal flashing with roofing membrane cap-sheet stripping and extend a minimum of 6 inches beyond edge of metal flashing onto field of roofing membrane. Clamp roofing membrane, metal flashing, and stripping into roof-drain clamping ring.
 1. Install stripping according to roofing system manufacturer's written instructions.

3.10 WALKWAY INSTALLATION

- A. Walkway Pads: Install walkway pads using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.
 1. Set walkway pads in cold-applied adhesive or of hot roofing asphalt.
- B. Walkway Cap Sheet Strips: Install walkway cap sheet strips over roofing membrane using same application method as used for roofing membrane cap sheet.

3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections and to prepare test reports.
- B. Test Cuts: Test specimens will be removed to evaluate problems observed during quality-assurance inspections of roofing membrane as follows:
 1. Approximate quantities of components within roofing membrane will be determined according to ASTM D 3617.
 2. Test specimens will be examined for interply voids according to ASTM D 3617 and to comply with criteria established in Appendix 3 in ARMA/NRCA's "Quality Control Guidelines for the Application of Polymer Modified Bitumen Roofing."

3. Repair areas where test cuts were made according to roofing system manufacturer's written instructions.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
 1. Notify Architect and Owner 48 hours in advance of date and time of inspection.
- D. Roofing system will be considered defective if it does not pass tests and inspections.
 1. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.12 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.13 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS "**Contractor TBD**" of "**TBD**", herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 1. Owner: City of Quincy.
 2. Address: 1305 Hancock Street, Quincy, MA.
 3. Building Name/Type: Park & Recreation Complex Workshop and Garage Roof Replacement
 4. Address: One Merrymount Parkway.
 5. Area of Work: Roof Area, as shown on the Drawing A-101.
 6. Acceptance Date: TBD
 7. Warranty Period: 20 YEARS/2 YEAR CONTRACTOR
 8. Expiration Date: **TBD**
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be

made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 80 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work

according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 2011.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 075216

SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Adhered minimum 60 mil PVC membrane roofing system.
2. Vapor retarder.
3. Roof insulation, two layers of two inch (2") thick polyisocyanurate.
4. Cover board.
5. Thermal barrier.

- B. Related Sections:

1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 Section "Preparation for Re-Roofing" for recover board beneath new membrane roofing.
3. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counter flashings.
4. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.

- C. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7.
 - 1. Corner Uplift Pressure: 67 lbf/sq. ft.
 - 2. Perimeter Uplift Pressure: 47 lbf/sq. ft.
 - 3. Field-of-Roof Uplift Pressure: 31 lbf/sq. ft.
- D. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
 - 1. Fire/Windstorm Classification: Class 1A-90
 - 2. Hail Resistance: MH.
- E. Energy Performance: Provide roofing system that is listed on the DOE's ENERGY STAR "Roof Products Qualified Product List" for low-slope roof products.
- F. Energy Performance: Provide roofing system with initial solar reflectance not less than 0.80 and emissivity not less than 0.85 when tested according to CRRC-1.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - 2. Tapered insulation, including slopes.
 - 3. Roof plan showing orientation of roof deck and orientation of membrane roofing and fastening spacings.
 - 4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 - 1. Sheet roofing, of color specified, including T-shaped side and end lap seam.
 - 2. Roof insulation.
 - 3. Cover board.
 - 4. Thermal barrier.
 - 5. Walkway pads or rolls.
 - 6. Metal termination bars.
 - 7. Battens.
 - 8. Six insulation fasteners of each type, length, and finish.
 - 9. Six roof cover fasteners of each type, length, and finish.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.
- D. Field quality-control reports.
- E. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed and FM Approvals approved] for membrane roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Source Limitations: Obtain components including roof insulation, fasteners, adhesives, flashing and accessories for membrane roofing system from same manufacturer as membrane roofing.
- D. Exterior Fire-Test Exposure: ASTM E 108, Class A for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Where indicated, provide fire-resistance-rated roof assemblies identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- F. Preinstallation Roofing Conference: Conduct conference at each building prior to the start of any work.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.

2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.

1. The total system warranty shall include all roofing materials, related components and accessories including, but not limited to the substrate board, vapor retarder, insulation board, cover board, roofing membrane, membrane flashings, fasteners, adhesives and termination metals. The warranty shall include coverage for windstorms up to 80 miles per hour.
 2. Warranty Period: 20 years from date of Final Acceptance of the roofing system.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PVC MEMBRANE ROOFING

- A. PVC Sheet: ASTM D 4434, Type II, Grade I, glass fiber reinforced.
1. Products: Subject to compliance with requirements, provide the following:
 - a. Sika Sarnafil Inc.; Sarnafil G410.
 2. Thickness: 60 mils (1.5 mm), nominal.
 3. Exposed Face Color: White.
- B. PVC Sheet: ASTM D 4434, Type III, fabric reinforced.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Carlisle SynTec, Incorporated.
 - b. Duro-Last Roofing, Inc.
 - c. Johns Manville.
 2. Thickness: 60 mils (1.5 mm), nominal.
 3. Exposed Face Color: White.

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
 2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - a. Plastic Foam Adhesives: 50 g/L.
 - b. Gypsum Board and Panel Adhesives: 50 g/L.
 - c. Multipurpose Construction Adhesives: 70 g/L.
 - d. Single-Ply Roof Membrane Adhesives: 250 g/L.
 - e. Other Adhesives: 250 g/L.
 - f. Single-Ply Roof Membrane Sealants: 450 g/L.
 - g. Nonmembrane Roof Sealants: 300 g/L.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, thickness, and color as PVC sheet membrane.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Slip Sheet: Manufacturer's standard, of thickness required for application.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- F. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch (25 mm wide by 1.3 mm) thick, prepunched.
- G. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.
- 2.3 SUBSTRATE BOARDS (Thermal Barrier)
- A. Substrate Board: ASTM C 1396/C 1396M, Type X gypsum board, 5/8 inch (16 mm) thick.
- B. Substrate Board: ASTM C 1177/C 1177M, glass-mat, water-resistant gypsum substrate 1/2 inch (13 mm) thick.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Georgia-Pacific Corporation; Dens Deck.

- C. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate board to wood roof deck.

2.4 VAPOR RETARDER

- A. Polyethylene Film: ASTM D 4397, 6 mils (0.15 mm) thick, minimum, with maximum permeance rating of 0.13 perm (7.5 ng/Pa x s x sq. m).
 - 1. Tape: Pressure-sensitive tape of type recommended by vapor-retarder manufacturer for sealing joints and penetrations in vapor retarder.
 - 2. Adhesive: Manufacturer's standard lap adhesive, FM Approvals approved for vapor-retarder application.

2.5 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by PVC membrane roofing manufacturer for warranty acceptance, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated and that produce FM Approvals-approved roof insulation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 3, felt or glass-fiber mat facer on both major surfaces.
- C. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to edge.

2.6 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to wood deck, and acceptable to roofing system manufacturer for the specified warranty.
- C. Insulation fasteners for use over wood deck shall be Heavy Duty Roofing Fastener type with a minimum thread diameter of .225 in., Head diameter of .435 in., and a #3 Phillips Truss head style. The fasteners shall be of sufficient length to penetrate the wood decking by 3/4".
- D. Cover Board: ASTM C 1289, high-density, closed-cell polyisocyanurate foam core laminated to coated-glass fiber-mat facer, 1/2 inch (13 mm) thick. Cover board shall acceptable to roofing system manufacturer for the specified warranty
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

- a. Carlisle SynTec; SecureShield HD.
- b. Hunter Panels: H-Shield HD
- c. Firestone: IsoGard HD

2.7 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (5 mm) thick, and acceptable to membrane roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
 - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board (thermal barrier) only as required to prevent movement of board until insulation layers and cover board has been installed and secured to wood deck.

3.4 VAPOR-RETARDER INSTALLATION

- A. Polyethylene Film: Loosely lay polyethylene-film vapor retarder in a single layer over area to receive vapor retarder, side and end lapping each sheet a minimum of 2 inches (50 mm) and 6 inches (150 mm), respectively.
 - 1. Continuously seal side and end laps with tape or approved adhesive.

3.5 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Install two layers of 2.0 inch (2") thick insulation board, with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction. Stagger joints between top and bottom layers of insulation a minimum of 24".
- D. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
- E. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- F. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to wood deck.
 - 1. Fasten insulation only as required to prevent movement of board until subsequent insulation layers and cover board have been installed and secured to wood deck.
- G. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction. Loosely butt cover boards together and fasten to roof deck.
 - 1. Fasten cover boards according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.
 - 2. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.6 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing and install according to membrane roofing system manufacturer's written instructions.
 - 1. Install sheet according to ASTM D 5036.
- B. Start installation of membrane roofing in presence of membrane roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
- E. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- F. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- G. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 - 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 - 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 - 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.
- H. Spread sealant bed over deck drain flange at roof drains and securely seal membrane roofing in place with clamping ring.

3.7 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.

- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.8 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.9 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.10 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS "**Contractor TBD**" of "**TBD**", herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: City of Quincy
 - 2. Address: 1305 Hancock Street, Quincy, MA.
 - 3. Building Name/Type: Park & Recreation Complex Workshop and Garage Roof Replacement
 - 4. Address: One Merrymount Parkway.

5. Area of Work: Roof Area, as shown on the Drawing A-101.
 6. Acceptance Date: TBD.
 7. Warranty Period: 20 YEARS/ 2 YEARS CONTRACTOR.
 8. Expiration Date: TBD.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding 80 mph;
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded

basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, 2011.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 075419

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. Manufactured reglets with counter flashing.
2. Edge metal and accessories.
3. Formed low-slope roof sheet metal fabrications.

- B. Related Requirements:

1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 Section "Polyvinyl Chloride" for materials and installation of sheet metal flashing and trim integral with roofing.
3. Division 07 Section "SBS modified Bituminous Membrane Roofing" for materials and installation of sheet metal flashing and trim integral with roofing.
4. Division 07 Section "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing materials, joints, and seams to provide leak-proof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at job site: 1 Merrymount Parkway

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
3. Review requirements for insurance and certificates if applicable.
4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Include details of termination points and assemblies.
 - 7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 - 8. Include details of roof-penetration flashing.
 - 9. Include details of special conditions.
 - 10. Include details of connections to adjoining work.
 - 11. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches (1:10).
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish.
 - 1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches (300 mm) long and in required profile. Include fasteners and other exposed accessories.
 - 3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
 - 4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested and FM Approvals approved.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.

- D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

- 1. For copings and roof edge flashings that are SPRI ES-1 tested and FM Approvals approved, shop shall be listed as able to fabricate required details as tested and approved.

- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.

- 1. Build mockup of typical roof edge, including fascia, fascia trim and continuous cleat, approximately 24" long, including supporting construction cleats, seams, attachments and accessories.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

- a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Sheet Metal Standard for Copper: Comply with CDA's "Copper in Architecture Handbook." Conform to dimensions and profiles shown unless more stringent requirements are indicated.
- D. FM Approvals Listing: Manufacture and install copings and roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-75 Field (Squantum Elementary School), Class 1-90 Field (Park & Recreation Complex and Wollaston Elementary School) and Class 1-120 Field (Lincoln-Hancock Elementary School). Identify materials with name of fabricator and design approved by FM Approvals.
- E. SPRI Wind Design Standard: Manufacture and install copings and roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:
 1. Design Pressure: (Field: 31 psf), (Perimeter: 47 psf), (Corner: 67 psf)
- F. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

- B. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Hussey Copper Ltd.
 - b. Revere Copper Products, Inc.
 2. Nonpatinated Exposed Finish: Mill.
- C. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
1. As-Milled Finish: Mill finish.
 2. Alclad Finish: Metallurgically bonded surfacing alloy on both sides, forming aluminum sheet with reflective luster.
 3. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil.
 4. Clear Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A41, Class I, 0.018 mm or thicker.
 5. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
 - a. Color: As selected by the Owner from full range of industry colors and color densities.
 - b. Color Range: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
 6. Exposed Coil-Coated Finish:
 - a. Three-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 7. Color: As selected by Owner from manufacturer's full range.
 8. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mils.
- D. Polyvinyl Chloride (PVC) – Coated Sheet: a PVC-coated, heat-weldable sheet metal capable of being formed into a variety of shapes and profiles. Minimum 25 gauge, G90 galvanized metal sheet with a 20-mil unsupported PVC membrane laminated on one side. Standard sheet

dimensions are 4 ft x 8 ft or 4 ft x 10 ft. Color to be chosen from manufacturer's standard colors.

2.3 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - 2. Fasteners for Copper Sheet: Copper, hardware bronze or passivated Series 300 stainless steel.
 - 3. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 - 4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
 - 5. Fasteners for Galvanized Steel Sheet: Series 300 stainless steel or hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Solder:
 - 1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead with maximum lead content of 0.2 percent.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

- H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.4 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."
- D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- G. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard and by FM Global Property Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- H. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

- I. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- J. Do not use graphite pencils to mark metal surfaces.
- K. Parapet Scuppers: Fabricate scuppers to dimensions required, with closure flange trim to exterior, 4-inch- (100-mm-) wide wall flanges to interior, and base extending on to wood nailers for securement. Fabricate from the following materials:
 - 1. Thermoplastic clad metal: 25 gauge, G90 galvanized metal with a 20-mil (1mm) unsupported PVC membrane laminated on one side.
 - 2. Copper: 16 oz./sq. ft..

2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof Edge Flashing (Gravel Stop): Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long sections. Aluminum edge metal shall include 6-inch wide, joint cover plates. Shop fabricate interior and exterior corners.
 - 1. Joint Style: Butted with ¼" wide expansion space.
 - 2. Fabricate from the Following Materials:
 - a. Thermoplastic clad metal: 25 gauge, G90 galvanized metal with a 20-mil (1mm) unsupported PVC membrane laminated on one side. Continuous cleats at roof perimeters shall be 22 gauge pre-finished G-90 galvanized steel. Color to be chosen by the Owner from manufacturers standard colors.
 - b. Aluminum: 0.040 inch thick, with 0.050 inch thick continuous cleat. Color to be chosen by the Owner.
- B. Copings: Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, fasten and seal watertight.
 - 1. Coping Profile: "As shown on the Drawings."
 - 2. Joint Style: Butted with expansion space and 6-inch- (150-mm-) wide, exposed cover plate.
 - 3. Fabricate from the Following Materials:
 - a. Aluminum: 0.040 inch with 0.050 inch (1.27 mm) thick continuous cleat. Color to be chosen by the Owner.
- C. Counterflashing: Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch (0.81 mm) thick.

- D. Flashing Receivers: Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch (0.81 mm) thick.
- E. Roof-Penetration Flashing: Fabricate from the following materials:
 - 1. Galvanized Steel: 0.028 inch (0.71 mm) thick.
 - 2. Thermoplastic clad metal: 25 gauge, G90 galvanized metal with a 20-mil (1mm) unsupported PVC membrane laminated on one side.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing installation.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart, except at perimeter metal where the cleat shall be continuous. Attach each cleat with at least two fasteners. Bend tabs over fasteners. Continuous cleats shall be secured at six inches on center.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion

by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 2. Use lapped expansion joints only where indicated on Drawings.
- D. Fasteners: Use fastener sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches ; however, reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder metallic-coated steel and aluminum sheet.
 2. Do not pre-tin zinc-tin alloy-coated stainless steel and zinc-tin alloy-coated copper.
 3. Do not use torches for soldering.
 4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 5. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
 6. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.

- H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.
- I. Parapet Scuppers: Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over wood nailers, and under roofing membrane.
 - 1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
 - 2. Loosely lock front edge of scupper with conductor head.

3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at 6" centers.
- C. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.
- D. Copings: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated.
 - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 6" centers.
 - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 16" centers.
- E. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- F. Counter flashing: Coordinate installation of counter flashing with installation of base flashing. Insert counter flashing in reglets or receivers and fit tightly to base flashing. Extend counter flashing 4 inches (100 mm) over base flashing. Lap counter flashing joints minimum of 4 inches (100 mm). Secure in waterproof manner by means of lead wedges and sealant unless otherwise indicated.
- G. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

- H. Pitch pockets shall be 16 ounce copper with soldered joints. Pack pitch pocket with grout or acceptable solid fill and top off with pourable sealer. Pourable sealer shall be 2 Part urethane, 2 color product for reliable mixing. Pitch pockets shall be used only where indicated.

3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 079200 – JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

1. The work of this Section consists of furnishing and installing all exterior sealant and caulking materials required to complete the roofing application according to the details and specifications.
2. All materials shall be verified by the roofing contractor to be proper for each intended use, and the entire work of this Section shall be done in such a manner that each installation will perform its intended purpose as applicable, in the finished work.

- B. Related Sections:

1. Division 07 Section "Polyvinyl Chloride (PVC) Membrane Roofing" for installing sheet metal flashings and trim integral with membrane roofing.
2. Division 07 Section "SBS Modified Bitumen Membrane Roofing" for installing sheet metal flashings and trim integral with membrane roofing.
3. Division 07 Section "Sheet Metal Flashing and Trim" for edge metal, roof penetration flashings, flashings, and counterflashings.

1.3 SUBMITTALS

- A. Submit the following under provisions of Section 01300:

1. Manufacturer's descriptive literature and data sheets on each type of caulking and sealant material proposed.
2. Manufacturer's descriptive literature and data sheets for primer, foam backer rod, bond breaker tape and other sealant joint accessories
3. Material Safety Data Sheets for all material specified.

1.4 REFERENCES

- A. Except as modified by the requirements of other governing codes, the sealant and its installation shall conform to the provisions and recommendations of the following codes and standards:
1. Federal Specification TT-S-00230C (COM-NBS) Type II Class A .
 2. Federal Specification TT-S-001543A (COM-NBS) Class A.
 3. ASTM C-920-86, Type S, Grade NS, Class 25, Use NT, M, G, A and O.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Sealant installation shall not take place during inclement weather or when the air temperature or wind chill temperature is below 40° F.
- B. Material safety data sheets of all specified products of this section shall be kept on site daily for project duration.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Sealant shall be a low modulus, high performance, one-part moisture curing silicone joint sealant at metal to metal intersections, or approved equal product. Color of sealant shall match color of metal being caulked.
- B. Sealant shall be Dymonic, a one part moisture curing modified urethane sealant at metal to masonry intersections (reglet joint), masonry to masonry joints; or approved equal product. Color of sealant shall match color of new metal counterflashing, or as chosen by the Owner.
- C. Backer rod shall be closed cell polyethylene foam backer rod of proper size to provide 25% compression when installed. Backer rod shall be Ethafoam SB Brand sealant backer rod as manufactured by Dow Chemical or approved equal.
- D. Bond breaker tape shall be one-sided adhesive tape for use in joints with inadequate depth or configuration for use of backer rod. Bond breaker tape shall be 470 Tape as manufactured by 3M Company or approved equal.
- E. All accessories for sealant materials shall be same manufacturer or approved by manufacturer, and shall include the following: primer, solvents, cleaners, and masking materials.

PART 3 - EXECUTION

3.1 PREPARATION

- A. All caulking and sealant installation must be done by skilled mechanics in accordance with the manufacturer's written instructions so as to produce weathertight and watertight joints.
- B. Do not apply caulking when the ambient air temperature or the temperature of surface to be caulked or sealed is below 50°F or above 100°F. Do not apply caulking or sealant during rain or snow.
- C. Bond Breaker Tape: Install bond breaker tape to the back of the sealant joints neatly, such that sealant will adhere only to sides of the joint when installed.
- D. Mask off the edges of joints to prevent staining unless it can be demonstrated that the quality of workmanship is high enough so that this protection is not needed.
- E. All joints to receive caulking or sealant shall be dry and free of loose particles, oil or grease, or other material that would prevent or interfere with full adhesion of the caulk or sealant.
- F. Existing sealant shall be removed in its' entirety at all joints. Rout out cracks to provide reasonably uniform profiles with depth slightly larger than the width in order to accommodate a sealant joint.

3.2 INSTALLATION

- A. Backer rod shall be installed at all reglet joints and elsewhere as indicated on the Drawings. Install backer rod carefully with approximately 30% compression avoiding tearing, twisting, or stretching. Splices shall be butted tightly. Install backer rod to provide a depth-to-width ratio for the sealant joint of 1:2.
- B. Bond Breaker Tape: Install bond breaker tape to the back of the sealant joints neatly, such that sealant will adhere only to sides of the joint when installed.
- C. Force sealant tightly into the joint, forcing out all air pockets and filling the void completely. Nozzle size shall be of the proper size to the particular joint.
- D. Sealant shall be dry-tooled immediately after application to provide a smooth, uniform surface of the recommended profile.

3.3 CLEAN-UP

- A. All surfaces stained, soiled or discolored during caulking or sealing shall be cleaned or restored.
- B. Smears and excess caulking and sealant shall be removed with a cleaning agent as recommended by the sealant manufacturer.

END OF SECTION 079200



Please Reply To:

AmeriSci Richmond

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MIDLOTHIAN, VIRGINIA 23112
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To: Edward McCabe
The Garland Company, Inc.
Fax #: (508) 807-0435

Email: emccabe@garlandind.com

From: J. Samuel Baird
AmeriSci Job #: 112101400
Subject: PLM rush Results
Client Project: Quincy P&R; Quincy, MA

Date: Thursday, October 11, 2012
Time: 13:28:25

Number of Pages: 3
(including cover sheet)

Comments:

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PLM Bulk Asbestos Report

The Garland Company, Inc.
Attn: Edward McCabe
105 Elm Street

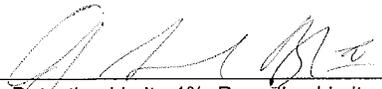
Bridgewater, MA 02324

Date Received 10/11/12 **AmeriSci Job #** 112101400
Date Examined 10/11/12 **P.O. #**
Page 1 of 1

RE: Quincy P&R; Quincy, MA

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
1 Location: Field; Roof Analyst Description: Black, Heterogeneous, Fibrous, Roofing Asbestos Types: Other Material: Cellulose 95 %, Non-fibrous 5 %	112101400-01	No	NAD (by CVES) by J. Samuel Baird on 10/11/12
2 Location: Flashing; Roof Analyst Description: Black, Heterogeneous, Fibrous, Roofing Asbestos Types: Other Material: Cellulose 90 %, Non-fibrous 10 %	112101400-02	No	NAD (by CVES) by J. Samuel Baird on 10/11/12

Reporting Notes:

Analyzed by: J. Samuel Baird  Date 10/11/12
*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples (198.6 for NOB samples)(NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Reviewed By: _____

PROJECT:

**PARK AND RECREATION -
WORKSHOP AND GARAGE ROOF
REPLACEMENT**

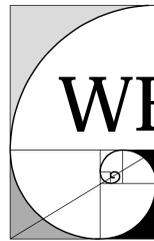
ONE MERRYMOUNT PARKWAY
QUINCY, MA

CLIENT:

THE CITY OF QUINCY

QUINCY, MA

ARCHITECT:

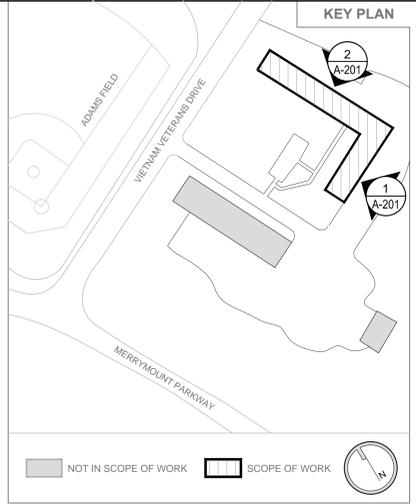


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ISSUED FOR BID 10/31/2012

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SYMBOL	NEW CONSTRUCTION NOTATIONS:
(N1)	FURNISH AND INSTALL NEW WOOD DECKING AT DETERIORATED AREAS- ALLOW FOR 2600 SF DECK REPLACEMENT, NEW PVC MEMBRANE ROOF SYSTEM OVER 1/2" THICK COVER BOARD WITH 2 LAYERS OF 2" POLYISOCYANURATE INSULATION OVER POLYETHYLENE VAPOR BARRIER AND THERMAL BARRIER- REFER TO 1/A-501.
(N2)	FURNISH AND INSTALL NEW FLASHING AND WOOD TRIM AT ROOF EDGE PER 5/A-501
(N3)	FURNISH AND INSTALL NEW FLASHING AT PARAPET WALL.
(N4)	EXISTING VERTICAL PENETRATION- FURNISH AND INSTALL NEW FLASHING PER DETAIL 3/A-501.
(N5)	EXISTING VENT- FURNISH AND INSTALL NEW FLASHING AND CURB PER DETAIL 2/A-501.
(N6)	REINSTALL EXISTING ANTENNAE AND ATTACHMENTS- ANTENNAE TO FUNCTION SAME AS BEFORE REMOVAL.
(N7)	FURNISH AND INSTALL NEW FLASHING AT PENETRATION.
(N8)	NEW CORRUGATED 6" ROUND DOWNSPOUT AND SPLASH BLOCK.
(N9)	FURNISH AND INSTALL NEW GUTTER SYSTEM- FULL LENGTH OF ROOF EDGE- REFER TO DETAIL 6/A-501.



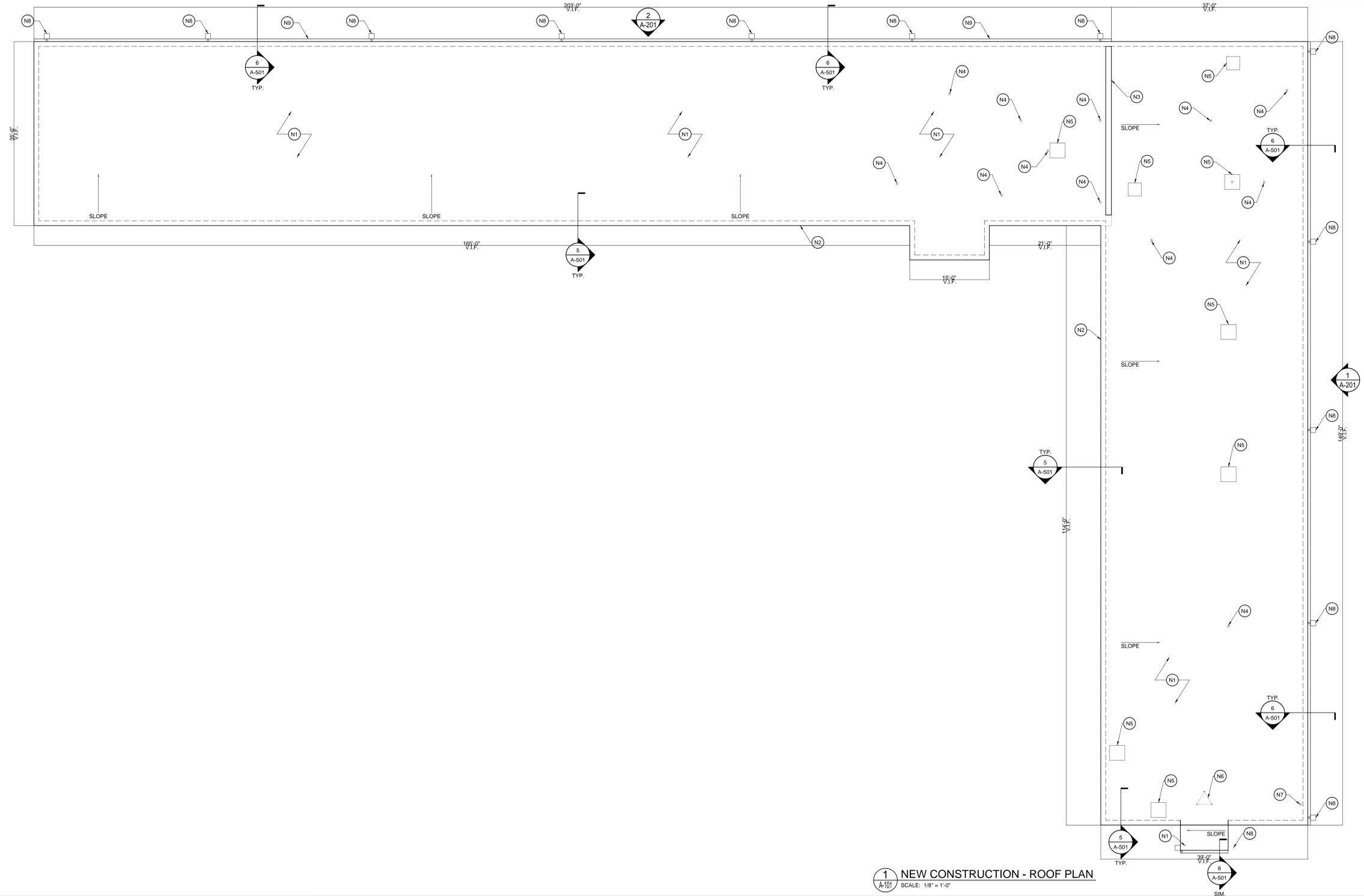
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CONSULTANTS:

PROJECT:
PARKS AND RECREATION WORKSHOP AND GARAGE ROOF REPLACEMENT
ONE MERRIMOUNT PARKWAY
QUINCY, MA

CLIENT:
THE CITY OF QUINCY
QUINCY, MA



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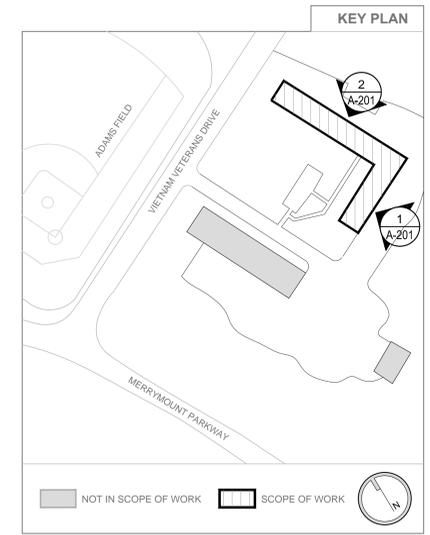
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SHEET:
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1 A-101 NEW CONSTRUCTION - ROOF PLAN
SCALE: 1/8" = 1'-0"

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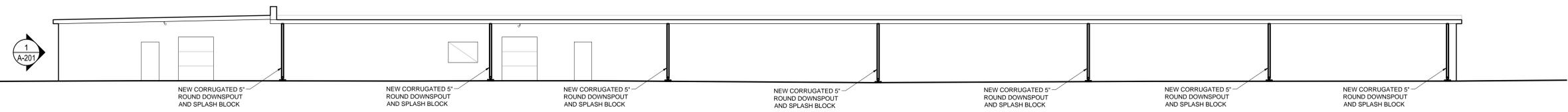
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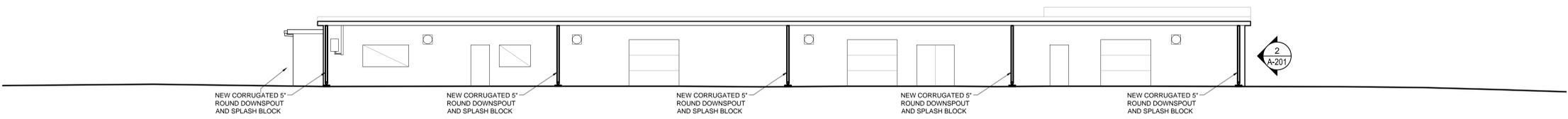
CONSULTANTS:

PROJECT:
PARKS AND RECREATION WORKSHOP AND GARAGE ROOF REPLACEMENT
ONE MERRYMOUNT PARKWAY
QUINCY, MA

CLIENT:
THE CITY OF QUINCY
QUINCY, MA



2 DIAGRAMATIC EAST ELEVATION
SCALE: 1/8" = 1'-0"



1 DIAGRAMATIC SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

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MARK	DATE	ISSUE FOR BID	DESCRIPTION

PROJECT NO.: 12188
DRAWN BY: MJR
CHECKED BY: JMM
DRAWING SCALE: 1/8"=1'-0"

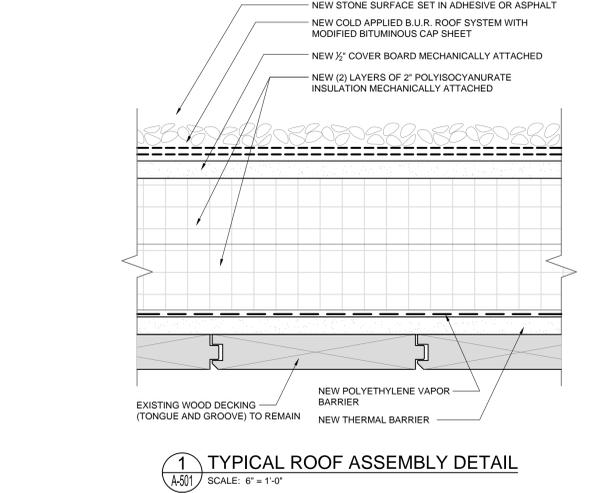
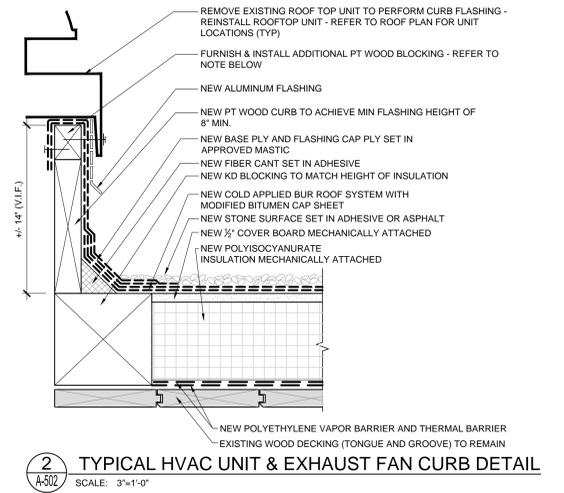
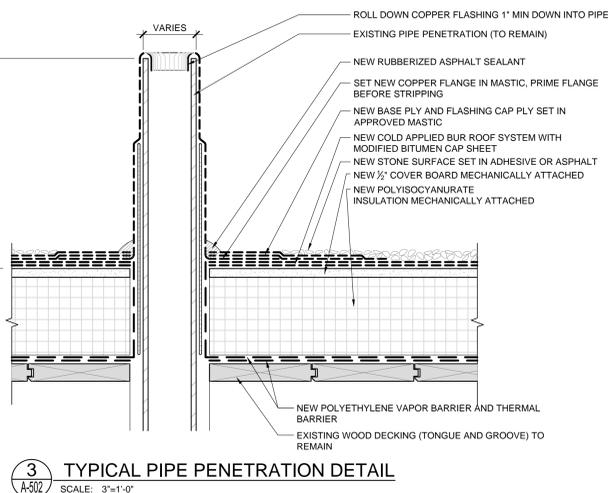
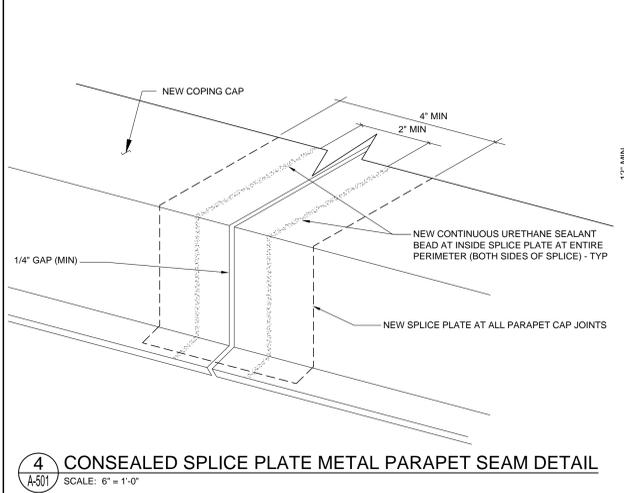
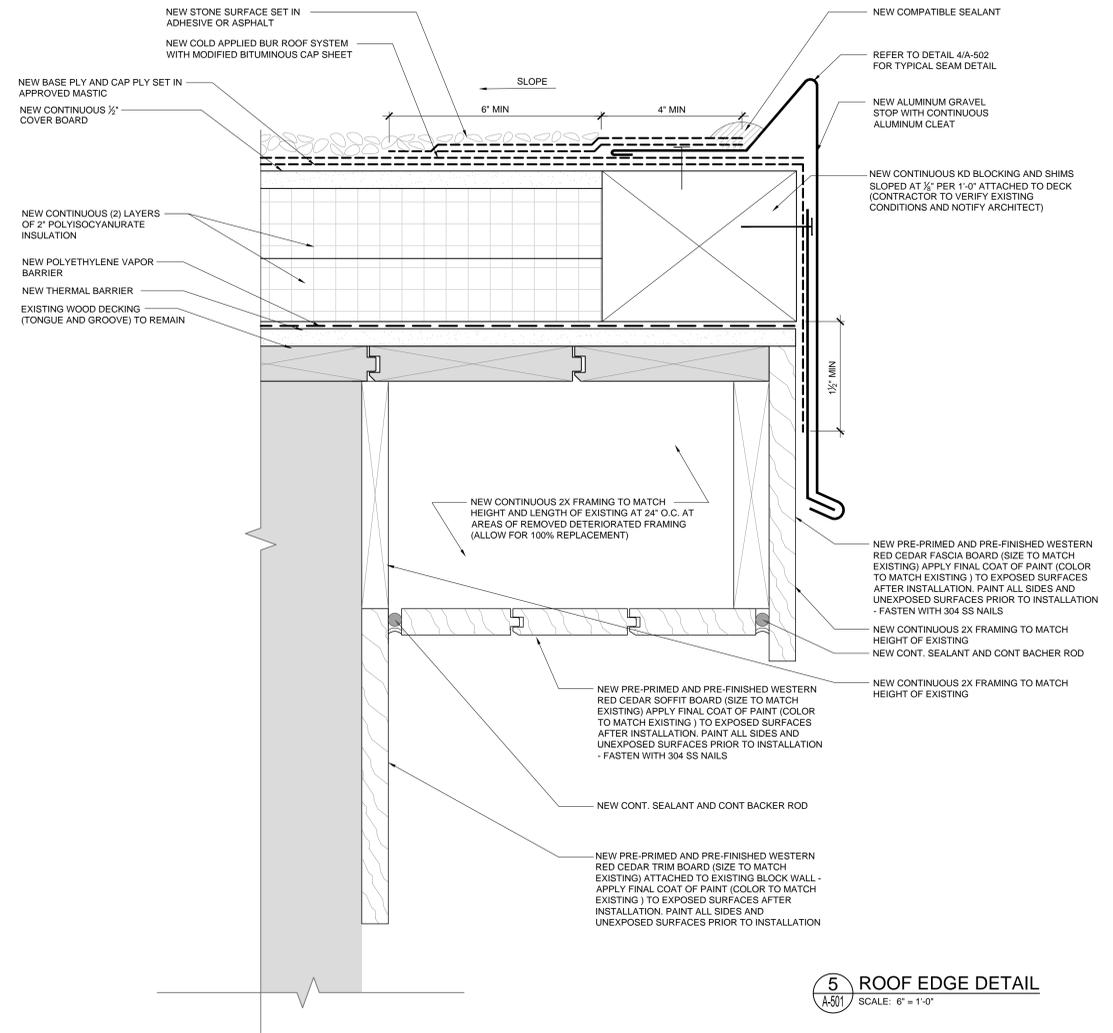
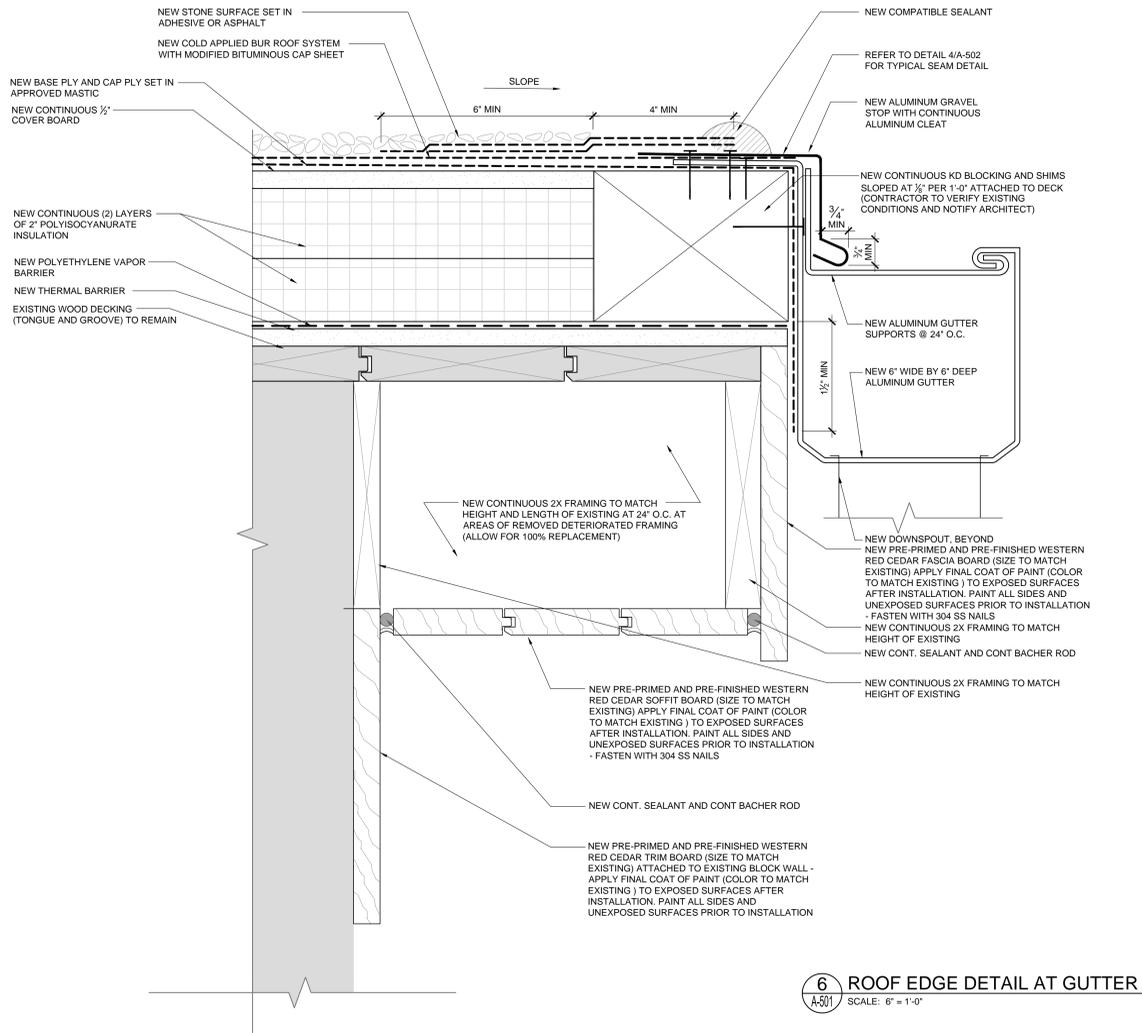
SHEET TITLE:
NEW DIAGRAMATIC ELEVATIONS

SHEET:
A-201
DO NOT SCALE DRAWING

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MARK	DATE	ISSUED FOR BID	DESCRIPTION
10/31/12		ISSUED FOR BID	

PROJECT NO.:	12188
DRAWN BY:	MJR
CHECKED BY:	JMM
DRAWING SCALE:	AS NOTED

SHEET TITLE:
TYPICAL ALTERNATE ROOF DETAILS

SHEET:
A-502
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