CONTRACT DOCUMENTS

FOR

CONSTRUCTION AND RECONSTRUCTION

OF

SANITARY SEWERS and WATER MAINS

IN

HOSPITAL DRIVE

CONTRACT S20-5

BID NO. 7478-W1

DEPARTMENT OF PUBLIC WORKS AND PARKS
CITY OF WORCESTER, MASSACHUSETTS

SEPTEMBER 2020

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BID PREPARED BY: _____
CHRISTOPHER P. MACKIN, P.E.
Assistant Civil Engineer

BID REVIEWED BY: _____
CHRISTOPHER P. GAGNE, P.E.
Assistant Director

BID APPROVED BY: _____
K. RUSSELL ADAMS, P.E.
Assistant Commissioner

BID ADMINISTERED BY: _____
CHRIS J. GAGLIASTRO
Purchasing Agent

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Labor, - Filed Sub-Bids NOT Required)
M.G.L. Chapter 30, §39M /
M.G.L. Chapter 149, s.44A (C)

SEALED BID NO. 7478-W1
DATE: September 21, 2020
CITY OF WORCESTER **Christopher J. Gagliastro, MCPPO** **Purchasing Agent**
Buyer: Christopher Gagliastro

All bids are subject to the terms and conditions and specificity herein set forth.

COMPLETE FORM FOR GENERAL BID (ENCLOSED) MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: October 14, 2020 TIME: 10:00 A.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. 7478-W1, Sewer-Water Main Construction (S20-5) / DPW & Parks"**

The name and address of the bidder must appear in the upper left-hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

A COMPLETE BID PACKAGE SUBMISSION CONSISTS OF THE FOLLOWING:

- Form for General Bid (81 – 86, & Unit Pricing Pages)
- Bid Security (5% of Total Bid)
- Forms required by City Policies & Programs

OTHER CONDITIONS:

- Please go to (www.worcesterma.gov) to review bid results.
- All questions **must** be referred in writing to Chris Gagliastro via e-mail at gagliastroc@worcesterma.gov
- A pre-bid meeting has not been scheduled.

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ARTICLE 101: INSTRUCTIONS TO BIDDERS

SECTION 1 - INTRODUCTION; DEFINITIONS

1.1 In accordance with an Advertisement for Bids, the City of Worcester (the "Owner") has invited bids for the project described in the specifications contained herein.

1.2 These Instructions to Bidders (the "Instructions") are intended to assist bidders in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which bids are submitted and received.

1.3 The award of the contract is governed by Chapter 30, s. 39M of the Massachusetts General Laws. Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit rights or duties of the Owner or bidders in matters governed by the statute.

1.4 The following definitions shall apply in these Instructions and in the other Contract Documents:

1) The term "bidding documents" shall include the Advertisement for Bids, these Instructions, the bid forms, contract forms and other Contract Documents bound herewith, the Drawings, the Specifications, and all Addenda issued prior to receipt of bids.

2) The terms "Addenda" and "Addendum" shall mean written documents and/or drawings issued by the Owner prior to execution of the contract which supplement, modify, correct, explain or interpret the bidding documents.

3) All definitions set forth in the Conditions of the Contract or the other Contract Documents as therein defined are applicable to these Instructions and to the other bidding documents

4) On any project for the construction, reconstruction, installation, demolition, maintenance or repair of any building, or public work, to be funded in whole or in part by city funds, or funds which, in accordance with a federal or state grant, program, or otherwise, the city expends or administers, or any such project to which the city is a signatory to the contract therefore, the provisions of this section shall apply and the same shall be referenced in every invitation to bid for such project and,

the following paragraphs shall be contained in every resulting contract there from: “It shall be a material breach of this contract if the contractor and each subcontractor shall not at all times adhere to the provisions of § 1A(e)(9) of chapter nine of the Revised Ordinances of the city by limiting their on- site, noise producing construction and related work to the hours specified by said ordinance”.

5) The director of purchasing, commissioner of code enforcement and the head of any department shall have the authority to adopt any rules and regulations they deem necessary to implement this subsection with respect to contracts generally and the head of the department awarding any such contract shall have the authority to adopt any rules and regulations he or she deems necessary to implement this subsection with respect to any particular project.

SECTION 2 - AVAILABILITY OF CONTRACT DOCUMENTS

2.1 Each person requesting Contract Documents including bid forms, plans and specifications shall proceed as directed in the Advertisement for Bids.

SECTION 3 - EXAMINATION OF SITE AND CONTRACT DOCUMENTS; PRE-BID CONFERENCE

3.1 Before submitting a bid, each bidder must: (a) thoroughly examine the Contract Documents (b) visit the site to fully examine and acquaint himself with local conditions that may in any manner affect cost, progress, or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and (d) study and carefully correlate his observations with the requirements of the Contract Documents. Failure of a bidder to visit the site and acquaint himself with the Contract Documents or to attend the pre-bid conference, if any, shall in no way relieve the bidder from any obligation with respect to his bid.

3.2 On request, the Owner will provide each bidder access to the site to conduct such reasonable investigations and tests as such bidder deems necessary to prepare his bid.

3.3 Each bidder shall promptly notify the Contracting Officer of any ambiguity, inconsistency or error he may discover upon examination of the Contract Documents, the site or other local conditions. Whenever the title “Contracting Officer” is referenced it shall be interpreted as follows: Purchasing Director, City of Worcester. The submission of a bid will constitute a representation by the bidder that he has complied with every requirement of this Section 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work of this contract.

SECTION 4 - ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

4.1 All questions and requests for clarifications or interpretations of the meaning of the Contract Documents shall be in writing, addressed to the Purchasing Department, City of Worcester, and to be given consideration must be received at least five (5) days prior to the date fixed for opening of bids.

4.2 Clarifications or such interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda and when possible, not later than two days before the date fixed for opening of bids. Each bidder shall be responsible for determining that he has received all Addenda issued, and failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under its bid as submitted.

4.3 All Addenda so issued shall become part of the Contract Documents.

4.4. Oral clarifications or interpretations will be of no legal effect. The Owner will not be responsible for, and no bidder may rely upon or use as the basis of a claim against the Owner or the Owner's agent, any information, explanation or interpretation of the Contract Documents rendered in any fashion except as herein provided.

SECTION 5 - WAGE RATES

5.1 Minimum rates of wages for work performed under this contract will be as predetermined by the state Department of Labor and Workforce Development, in accordance with the provisions of Sections 27 of Chapter 149 of the Massachusetts General Laws.

5.2 Section 27B of said Chapter 149 provides record-keeping requirements for contractors and subcontractors with respect to employees, hours, wages and other matters.

5.3 Bidders' attention is called to Section 148 of Chapter 149 of the Massachusetts General Laws, relating to the weekly payment of wages.

SECTION 6 - SALES TAX

6.1 Section 6(f) of Chapter 54H of the Massachusetts General Laws exempts from Massachusetts sales tax, building materials and supplies to be used in the project, and bidders shall not include in their bids any amount therefor. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption may be obtained from the City of Worcester.

SECTION 7 - PREPARATION AND SUBMISSION OF BIDS

7.1 Each bid shall be submitted upon the bid forms furnished by the Owner, copies of which are bound with the bid documents. The bid forms shall be submitted, as bound, with the balance of the Contract Documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures. The bid prices for each item on the bid forms shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, all such prices shall be provided by the bidder. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.

7.2 Each bid and the bid deposit (described below) shall be submitted to the Owner at the place stated in the Advertisement for Bids in a sealed opaque envelope bearing on the outside the name of the bidder, his address and the title of the project for which the bid is submitted. If forwarded by mail, the sealed bid and the bid deposit shall be enclosed in an envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Advertisement for Bids.

7.3 Section 39L of Chapter 30 of the Massachusetts General Laws prohibits the Owner from entering into a contract for this work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the Owner, a certificate of the state secretary stating that such corporation has complied with M.G.L. c. 181, sections 3 and 5. Therefore, every Foreign Corporation must furnish a certified copy of its Certificate of Registration that has been duly filed with the state secretary's office. Any bid, general or sub, of a foreign corporation submitted without a Certificate may be rejected pursuant to Section 11.

SECTION 8 - RECEIPT OF BIDS

8.1 All bidders are cautioned to allow ample time for transmittal of bids. Bidders are solely responsible for delivery to and receipt by the Owner of bids at the place stated in the advertisement for Bids. Bids received after the specified time or at other than the specified location will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of postmark.

8.2 Any bid may be withdrawn by the bidder or his duly authorized representative by written notice received by the Owner at the address for receipt of bids specified in the Advertisement for Bids prior to the time scheduled for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of general bids. No telephone or telegraphic bid, change in bid or withdrawal of bid

will be received or recognized. A bid may be amended or modified only by withdrawing the bid and resubmitting another bid prior to the time for the opening of bids.

8.3 Bids will be opened and read publicly at the place and time stated in the Advertisement for Bids or the authorized postponement thereof. Bidders or their authorized representatives are invited to be present.

SECTION 9 - BID DEPOSIT

9.1 Each bid must be accompanied by a bid deposit in the form of a bid bond, or a certified check on, or a treasurer's or cashier check issued by, a responsible bank or trust company, payable to the City of Worcester. A bid bond shall be

a) in form satisfactory to the Owner substantially conforming to the sample contained in the Contract Documents,
b) with a surety company qualified to do business (licensed) in the Commonwealth of Massachusetts and satisfactory to the Owner, and
c) conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount of 5% of the value of the bid.

SECTION 10 - REJECTION OF BIDS

10.1 The Owner shall reject every general bid which is not accompanied by the required bid deposit, or which otherwise does not conform to the statutory requirements or the bid documents.

10.2 The Owner reserves the right to reject any and all general bids which contains erasures, alterations, additions, errors or irregularities of any kind, or which contains proposed prices for any class or item of work which are, in the judgment of the Owner, substantially less or more than the actual cost to complete the work; provided, however, that the Owner reserves the right to waive any and all informalities as to form. Matters as to substance shall not be waived.

SECTION 11 - AWARD OF CONTRACT

11.1 The general contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions and requirements provided in these Instructions, the bid forms and the other bid documents.

11.2 Award of the contract will be made within ninety (90) days, Saturdays, Sundays and legal holidays excluded, after (i) the opening of the bids or (ii) the

receipt by the Owner of any approvals necessary from federal or state agencies in connection with the project, whichever is later.

11.3 The successful bidder will be notified in writing, by mail or otherwise, that his bid has been accepted and that he has been awarded the contract. The successful bidder shall execute the contract and furnish the required bonds, at the offices of the Owner within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract to him or notice to him that the contract is ready for execution.

11.4 If the bidder selected as the general contractor fails to perform his agreement to execute the contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials payment bond as stated in his bid, the award will be made to the next lowest responsible and eligible general bidder.

SECTION 12 - CERTIFICATES AND DOCUMENTS TO BE FURNISHED UPON EXECUTION OF THE CONTRACT

12.1 Pursuant to Sections 49A of Chapter 62C of the Massachusetts General Laws the contractor must certify that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes. A form of certificate for this purpose is included in the Contract Documents.

12.2 Prior to commencement of work, the contractor must furnish to the Owner certificates evidencing required insurance coverage in accordance with the provisions of the insurance requirements contained in the Supplementary Conditions of the Contract.

12.3 The affidavit of compliance with certain laws of the Commonwealth relating to corporations, and evidence of corporate authority with respect to execution of the contract documents on behalf of the contractor, on the form contained in the bidding documents, must be furnished by the contractor to the Owner at the time of execution of the contract.

12.4 A performance bond and a labor and materials payment bond, each in the amount of the contract sum, must be furnished by the general contractor as stated in the bid form. Such bonds must be on the forms contained in the bid documents and must be executed and delivered to the Owner at the time of execution of the contract. Each attorney-in-fact who executes such a bond on behalf of the surety must affix thereto a certified and current copy of his power of attorney.

SECTION 13 - MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM

13.1 The Owner has established goals for the participation of minority and women contractors and subcontractors on all City projects. In furtherance thereof, the City of Worcester's Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is included in the Bidding Documents, and all bidders shall comply with the requirements set forth therein.

ARTICLE 102:
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

SECTION 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Payment Bond, Vote of Corporation, Information to Bidders, Bid Proposal, the Drawings, the Specifications, and all Addenda issued prior to and all 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 written interpretation issued by the Contracting Officer pursuant to Subparagraph 2.2.3, or (4) a written order for a minor change in the Work issued by the Contracting Officer pursuant to Paragraph 12.3. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement. The Drawings of this Contract shall be as listed on the cover sheet of the Drawings, as applicable. The Specifications of this Contract shall be listed on the Index to the Technical Specifications. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities: Highest Priority - Modifications, Second Priority-Agreement, Third Priority - Addenda-later date to take precedence, Fourth Priority - Special Requirements, Fifth Priority - Special Conditions, Sixth Priority - Supplementary General Conditions, Seventh Priority - General Conditions, Eighth Priority - Specifications, Ninth Priority - Drawings.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. These General Conditions, wherever applicable, shall be construed consistent with, and terms of the Owner-Contractor Agreement, provided further however, that the terms of such Agreement shall take

precedence, as provided in Subparagraph 1.1.1. Except for the special agreements in Paragraph 4.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

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.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the Owner and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.

1.2.4 The organization of the Specifications into divisions, sections and articles, and the 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. The Contractor and all Subcontractors shall refer to all of the

Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

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

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

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

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

1.2.9 Any test boring or soil test information included with the Contract Documents or otherwise made accessible to the Contractor was obtained by the Owner or Architect for use by the Architect in the design. The Owner and Architect do not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in M.G.L. c. 30, section 39N.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings and Specifications furnished by the Architect, and all copies thereof and the copyright therein, are the property of the Architect or the Owner. They are to be used only with respect to this Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Owner's common law copyright or other reserved rights.

SECTION 2
ARCHITECT

2.1 DEFINITION

2.1.1 The term Architect refers to either, (a) a professionally licensed architect, engineer, or landscape architect, hired or used by the City, or in the absence of thereof, (b) the Contracting Officer identified in the Instruction to Bidders. The Architect is referred to throughout the Contract Documents as if singular in number and masculine in gender.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract as herein described and pursuant to the terms of the contract between the Architect and the Owner.

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents and the Design Services Agreement between the two, unless otherwise modified by written instrument in accordance with Subparagraph 2.2.17.

2.2.3 The Architect will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding 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. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

2.2.4 The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Architect shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Architect may perform his functions under the Contract Documents.

2.2.6 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will certify Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor.

2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with M.G.L. c. 30, section 39P, or any lesser time limit agreed upon. Either party to the Contract may make written request to the Architect for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution of progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision, which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and judge, he will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith, and in the absence of negligence, in such capacity.

2.2.11 The Architect's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2, whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.12 nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

2.2.13 The Architect will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a special item shall not indicate approval of an assembly of which the item is a component.

2.2.14 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.1.

2.2.15 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate of Payment upon compliance with the requirements of Paragraph 9.9.

2.2.16 If the Owner and Architect agree, the Architect will provide one or more Project Representatives to assist the Architect in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such Project Representative shall be as set forth in an exhibit to be incorporated in the Contract Documents.

2.2.17 The duties, responsibilities, and limitations of authority of the Architect as the Owner's representative during construction, as set forth in the Contract Documents and the contract between the two, will not be modified or extended without consent of the Owner and the Architect.

2.2.18 In case of the termination of the employment of the Architect, the Owner shall appoint an architect against whom the Contractor makes no reasonable objection whose status under the Contract Documents shall be the same as that of the former architect.

SECTION 3
OWNER

3.1 DEFINITION

3.1.1 The term Owner means the city of Worcester.

INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the time of execution of the Owner-Contractor Agreement, furnish the certification of adequate appropriation pursuant to M. G. L. Chapter 44, section 31C of the General Laws.

3.2.2 The Owner shall furnish existing surveys, if any, describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

3.2.3 Except as provided in Subparagraph 4.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.4 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, three (3) copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.6 The Owner shall forward all instructions to the Contractor through the Architect.

3.2.7 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Work by Owner or by Separate Contractors, Payments and Completion, and Insurance in Articles 6, 9 and 11 respectively.

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any 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 Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days 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 any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to prior notice being given to the Architect by the Owner. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

SECTION 4
CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if

singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and other Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover. Any necessary change shall be ordered as provided in Article 12, subject to the requirements of paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonably study of the Contract Documents he could have discovered such, the Contractor shall bear all costs arising therefrom.

4.2.2 The Contractor shall give the Architect timely notice of any additional design drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

4.2.3 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in subparagraph 4.2.2. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

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

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.3.4 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not

the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing by the Owner to proceed at the Owner's risk.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word 'provide' shall mean furnish and install complete, including connections, unless otherwise specified.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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

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

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

4.5.5 The Contract Documents are intended to produce a completed project of consistent character and quality of design. All components of the project have been selected to have a coordinated design in relation to the overall appearance. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in his opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern that would have been available from the manufacturer originally specified, at no additional cost to the Owner.

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

4.5.7 The warranty provided in this paragraph 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time bids are received, whether or not yet effective.

4.6.2 IMPORTANT TAX NOTE: This project, being constructed for a political subdivision of the Commonwealth of Massachusetts, is exempt from certain taxes. It is therefore required that the Contractor and all Subcontractors purchasing taxable goods covered by the governing tax codes make known to suppliers the tax-exempt status of the institution in order that such taxes will not appear in the Contract Sum. The Owner will provide the necessary evidence and certificates of its tax exemption upon request of those concerned. The most applicable taxes concerned are:

a. Federal Excise Taxes as applied to articles which are taxable under Chapter 12 of the Internal Revenue Code of l954, as amended.

b. Commonwealth of Massachusetts Sales tax.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 It is not the responsibility of the Contractor to make certain the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Architect, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1. The Contract shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Owner may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection. Note, however, that the use of such allowances are prohibited in any contract or work subject to the provisions of M.G.L. c. 149, section 44A.

4.8.2 Unless otherwise provided in the Contract Documents:

.1 these allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes;

.2 the Contractor's costs for unloading and handling of the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance;

.3 whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENCE

4.9.1 The Contractor shall employ one (1) competent superintendent who shall be in attendance at the Project site full time during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, registered in the Commonwealth of Massachusetts, acceptable to the Architect, who shall establish, where necessary, the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, layout, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries and shall establish survey control points onsite.

4.9.3 The Contractor shall establish the grades, lines, levels, and necessary layout required by the various subcontractors in laying out their work.

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

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor shall prepare and submit to the Landscape Architect a progress schedule as described in subparagraphs 8.2.3 through 8.2.9.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 The Contractor shall maintain at the site for the Owner the record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Architect and shall be delivered to him for the Owner upon completion of the Work.

4.11.2 Refer to Specifications Section entitled CONTRACT CLOSEOUT, for additional requirements for Record Drawings and Maintenance and Operating Manuals.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

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

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.

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

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

4.12.7 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals. Unless such written notice has been given, the Architect's approval of a resubmitted Shop Drawing, Product Data, or Sample shall not constitute approval of any changes not requested on the prior submittal.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Subparagraph 2.2.14. All such portions of the Work shall be in accordance with approved submittals.

4.12.9 Refer to Specifications Section entitled, SUBMITTALS, for additional requirements.

4.13 USE OF SITE

4.13.1 The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times in the Owner. The Contractor's right of entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, the Contract Documents and permits and/or directions by the Architect and shall not unreasonably encumber the premises with his materials.

4.14 CUTTING AND PATCHING WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Owner or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish form and about the Project as well as all his tools, construction equipment, machinery and surplus materials. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed and buffed. Woodwork shall be dusted and cleaned. Sash, fixtures, and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly

cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at this expense.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Paragraph 3.4 and the cost thereof shall be charged to the Contractor.

4.15.3 Refer to Specifications Section entitled, PROJECT CLOSEOUT, for additional requirements.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect.

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Architect and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.

4.18.2 In any and all claims against the Architect or any of his agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall

not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Paragraph 4.18 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided, such giving or failure to give is the primary cause of the injury or damage.

SECTION 5
SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site and as further defined by M.G.L. c. 30, section 39F(3). The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

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

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

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner and the Architect, in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with any such proposed person or entity to which the Owner or the Architect has made reasonable objection under the provisions of Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an 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 the terms of the Contract Documents, and to assume to the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

SECTION 6
WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work 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 will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.1.4 The Contractor shall permit the Owner to place and install as much equipment during the progress of the work as is possible before the completion of the various parts of the work, and agrees that such placing and the installation of equipment shall not in any way evidence the completion of the work or any portion of it, nor shall it signify the Owner's completion of the work or any portion thereof.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Architect any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damages as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.15, the Owner may clean up and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

SECTION 7
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner.

7.2.2 If, after making final payment, the Owner conveys to a third party any building or other improvement constructed under the Contract, any rights with respect to the property so conveyed which the Owner may have against the Contractor under Article 13 or by virtue of claims which, under the terms of subparagraph 9.9.4, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to an authorized representative of the person or entity for whom it was

intended, or if delivered at or sent by registered or certified mail or by telegraph to the address of such person or entity set forth in the Agreement or in a subsequent written notice.

7.4 CONSENT OR WAIVER

7.4.1 No consent or waiver, express or implied, by the Owner or the Architect to, or of, any breach of any covenant, condition or duty of the Contractor shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder if and as required in the Bidding Documents or in the Contract Documents.

7.6 RIGHTS AND REMEDIES

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

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Architect timely notice of its readiness so the Architect may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities. Unless otherwise provided, the Owner shall bear all costs of other inspections, tests or approvals.

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure, otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit or any certificates of final inspection of any part of his work or

operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

SECTION 8
TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended and only minor items which can be corrected or completed without substantial interference with the Owner's use of the Work remain to be corrected or completed.

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

8.1.5 The term "working day" shall mean any calendar day except Saturdays, Sundays, and legal holidays at the place of the project.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 Within two weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial

Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

8.2.4 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation, and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this article and will be accepted by him or returned to the Contractor for revision and re-submittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.

8.2.5 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 90% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at his option, require the Contractor to accelerate the progress of the work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.

8.2.6 If each of three successive applications, as certified by the Architect, indicate that the actual work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at his option, treat the Contractor's delinquency as a default justifying the Owner to initiate a termination of the Contract.

8.2.7 If the Architect has determined that the Contractor should be permitted to extend the time for completion, as provided in paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of work to be completed as of the first of each month shall be adjusted pro-rata.

8.2.8 If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the work in place and completed as of the first of the month, to the best of his knowledge.

8.2.9 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which he may possess under other provisions of the Contract Documents or by law.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Any delay and subsequent request for an extension of time shall be governed by M.G.L. c. 30, section 39(O) and the Owner-Contractor Agreement.

8.3.2 No work shall be suspended without the written permission of the Owner or his representative.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until thirty days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9
PAYMENTS AND COMPLETION

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require and shall be revised if later found by the Architect to be inaccurate. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided in Supplemental General Conditions-Part I, Article I, Paragraph 1.8 or 1.9; whichever is applicable. The format and number of copies of such Applications for Payment shall be as directed by the Architect.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner,

payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall reimburse the Owner for any loss or damage to such unincorporated materials or equipment not covered by insurance.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any Application for Payment shall conclusively be deemed to waive all liens with respect to said work, materials and labor to which the Contractor then may be entitled; provided, however, that in no event shall such waiver of lien rights waive right to payment for said Work, materials and labor.

9.3.4 Each Application for Payment or periodic estimate requesting payment must be accompanied by a certificate from each subcontractor stating that he has been paid all amounts due him on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall be required to furnish his own written explanation.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven days after the receipt of the Contractor's Application for Payment, either certify a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding certification of a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The certification of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by certifying a Certificate

for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has certified a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Architect may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Architect on account of Work done by such Subcontractor.

9.5.4 Neither the Owner nor the Architect shall have any obligation to pay or to see the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment, in whole or in part, to the extent reasonably necessary to protect the Owner, if in his/her opinion he/she is unable to make representations to the Owner as provided in Subparagraph 9.4.2. If the Architect is unable to make representations to the Owner as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he/she will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly certify a Certificate for Payment for the amount for which he/she is able to make such representations to the Owner. The Architect may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment

previously certified, to such extent as may be necessary in his/her opinion to protect the Owner from loss because of:

1. defective Work not remedied

2. third party claims filed or reasonable evidence indicating probable filing of such claims,

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,

6. reasonable evidence that the Work will not be completed within the Contract Time or

7. persistent failure to carry out the Work in accordance with the Contract Documents

8. failure of mechanical trades or electrical trades subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. Written confirmation that the record drawings are "up-to-date" shall be required by the Architect before approval of the Contractor's monthly payment requisition will be considered.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not certify 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 as required by the Contract Documents any amount certified by the Architect, then the Contractor may, upon seven additional days written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in subparagraph 8.1.3, the Contractor shall submit to the Architect (1) a list of items to be completed or corrected, and (2) all special

warranties required by the Contract Documents endorsed by the Contractor and in a form reasonably acceptable to the Architect. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designed portion thereof is substantially complete, and when the Contractor has submitted to the Architect the special warranties, as provided in the first sentence of this subparagraph, the Architect will then certify a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. 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. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of 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 he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly certify a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's certification of the final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Unless otherwise required by applicable law, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to

furnish such releases or waivers as the Owner reasonably requires to satisfy that there are not outstanding claims, the Owner may require the Contractor, as a condition of final payment, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such claims.

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owners 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 the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Paragraph 7.5., the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

9.9.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled claims under the Bonds required elsewhere in the Contract Documents, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

SECTION 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Work and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and (3) other property at the site or adjacent thereto, including 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 give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the 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 progress of the Work, all 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 utilities.

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

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clause 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either by 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 his obligations under Paragraph 4.18.

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

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for the Changes in the Work.

SECTION 11
INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in a company or companies to which the Owner has no reasonable objection, such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract whether such operations be by himself or by any Subcontractor or 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' or workmen's compensation, disability benefit and other similar employee benefit acts;

2) claims for damages because of bodily injury, occupations sickness or disease, or death of his or her employees

3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his or her employees

4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the contractor or, 92) by any other person;

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; and

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

11.1.2 The insurance required by subparagraph 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater.

1. Workmen's Compensation -Statutory/Employers Liability $500,000.

2. Commercial General Liability - Per Occurrence / Aggregate $1,000.000 / 2,000,000

3. Automobile Liability – Combined Single Limit

4. Bodily Injury & Property Damage combined single limit of $ 1,000,000 (all owned, hired and non-owned autos).

5. Excess / Umbrella Liability – Per Occurrence / Aggregate $ 1,000,000 / $ 1,000,000

6. Independent Contractors -Same limits as above

7. Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment.

8. Contractual Liability - Same limits as above.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor's obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the Owner.

11.1.4.1 These certificates shall set forth evidence of all coverage required by 11.1.1, 11.1.2 and 11.1.3. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This

insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Subparagraph 11.3.1 is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph 11.3.8.

11.3.4. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

11.3.5 The Contractor shall file a copy of all policies with the Owner before an exposure to loss may occur.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Paragraph 11.3 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Subparagraph 4.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.6.

11.3.7 If required in writing by any party in interest, the Contractor as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of his duties. He shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach or in accordance with the direction of a court of competent jurisdiction.

11.3.8 The Contractor as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five days after the occurrence of loss to the Contractor's exercise of this power. If such objection be made, the Contractor as trustee shall make settlement with the insurers in accordance with the direction of a court of competent jurisdiction.

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Paragraph 11.4.

SECTION 12
CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing or directing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time, or both. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement with the terms thereof, including the adjustment in the Contract Sum and/or the Contract Time.

12.1.3 If the Contractor does not agree with the terms of the Change Order, the Contractor shall return the unsigned Change Order to the Owner. In such event, the Work, Contract Sum and /or Contract Time shall be adjusted as reflected in the Change Order, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J, but in no event shall the Contractor refuse to perform the Work as modified by the Change Order.

12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If the Contractor claims that any instructions or orders, whether oral, written, drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgment by the Owner that extra payment will be made or time extended, he shall promptly so notify the Owner in writing and shall not proceed with the work until he has received a further written order to proceed; except, as provided in Paragraph 10.3, in the case of an emergency affecting life or property.

12.2.2 Upon receipt from the Contractor of a written notice of claim as provided in Paragraph 12.2.1, the Architect shall review such claim, and if he determines that any work in dispute should proceed, he shall issue to the Contractor a written order, signed by the Owner, (1) to proceed, which shall approve or deny the Contractor's claim, in whole or in part, or (2) to proceed subject to a later determination by the Architect of the Contractor's right to extra payment.

12.2.3 To the extent that the Architect, when issuing the written order to proceed described in 12.2.2, approves the Contractor's claim, the Contract Sum and/or Contract Time shall be adjusted by Change Order. If the Architect, when issuing his written order to proceed denies, in whole or in part, the Contractor's claim, the Contractor shall proceed with the work without delay, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39J. If the Architect, when issuing his written order to proceed, instructs the Contractor to proceed with the work subject to a later determination by the Architect of the Contractor's right to extra payment or time, the Contractor shall proceed with the Work without delay.

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Architect shall have the authority to order minor changes in the Work that do not involve an adjustment in the Contract Sum or an extension of the Contract Time, and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

12.4 EQUITABLE ADJUSTMENTS

12.4.1 Equitable adjustments in the Contract Sum shall be determined according to one of the following methods, or a combination thereof; as determined by the Owner:

1) fixed price basis, provided that the price shall be inclusive of items 3(a) through 3(d), below, and shall be computed in accordance with those provisions.

2) Estimated lump sum basis to be adjusted in accordance with Contract unit prices, or other agreed upon unit prices, provided that the unit prices shall be inclusive of all costs related to such equitable adjustments.

3) Time and materials basis, based upon a not to exceed, predetermined set amount to be subsequently adjusted on the basis of actual costs comprised of items (a) through (d) below:

    a) the costs at prevailing rates for direct labor, material and use of equipment;

b) plus, the costs of Worker's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation; or as an alternative, the Contractor may elect to add a flat twenty-five (25%) percent to the total labor rate in (a), above;

c) plus ten (10) percent of (a), above, for overhead, superintendence and profit which will be paid to the Contractor for the work of the Contractor and all subcontractors. The contracting parties referred to in this subparagraph shall agree upon the distribution of the ten (10) percent as a matter of contract between each other;

d) plus actual direct premium costs of payment and performance bonds required of the Contractor provided there would be an appropriate credit for premiums for a credit change order

e) if the extra work requires the use of heavy equipment, cranes and hoisting equipment, and special tools not on site and not originally required to be used upon the work, then the cost of transportation to and from the work site, not exceeding 100 miles, shall be included. The cost of extra work shall not include any cost or rental of small tools, buildings, or nay portion of the time of the Contractor's management or office personnel, or any allowance for use of capital.

12.4.2 If the net change is an addition to the Contract Sum, it shall include the Contractor's overhead, superintendence and profit. On any change that involves a net credit, no allowance for overhead superintendence and profit shall be figured. For any change that does not include labor performed or materials installed in the Project, there will be no markup for the contractor's overhead, superintendence, and profit, notwithstanding any net increase in the Contract Sum. Charges for small tools known as "tools of the trade" are not to be computed in the amount of an equitable change.

SECTION 13
UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract

Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby and any costs, loss, or damages to the Owner resulting from such failure or defect.

13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the Owner.

13.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then

or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his 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 his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

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SUPPLEMENTARY GENERAL CONDITIONS – PART I
STATUTORY PROVISIONS FOR MASSACHUSETTS
PUBLIC CONSTRUCTION CONTRACTS

The following provisions are required by or are intended to be consistent with requirements of Massachusetts statutes governing public construction contracts in the Commonwealth of Massachusetts (hereinafter referred by statute to be included herein shall be deemed to be so included. In addition, the parties recognize that other rights, duties, and obligations with respect to public construction contracts are provided for in the Contract Documents. In case of conflict between the provisions of these Supplementary General Conditions and other provisions in the Contract Documents, the provisions of these Supplementary General Conditions shall govern. In case of conflict between the provisions of these Supplementary General Conditions and the provisions of any applicable statute, the statutory provisions shall govern. Where the term "awarding authority" appears in the following paragraphs, it shall be taken as meaning the Owner.

ARTICLE 1 – PAYMENT, CONTRACT ADMINISTRATION, etc.

1.1 "Or Equal" Clause: (Statutory reference: M.G.L. Chapter 30, Section 39M(b))
This Paragraph 1.1 applies to every contract subject to M.G.L. Chapter 30, Section 39M(b).

This Paragraph 1.1 applies to every contract for the construction, reconstruction or repair of any public work or for the purchase of any material by the Commonwealth, any political subdivision thereof, or any county, city, town, district or housing authority (above certain dollar limits, as stated in the statute), and to contracts awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44H. The said Sections 44A through 44H apply to every contract for the construction, reconstruction, installation, demolition, maintenance or repair of any building by a department, agency, board, commission, authority, or other instrumentality or the Commonwealth or political subdivision thereof, or two or more subdivisions thereof, but not including the Massachusetts Bay Transportation Authority, estimated to cost more than a dollar amount set forth in M.G.L. Chapter 149, Section 44A.

Every such contract shall provide that an item equal to that named or described in the said specifications may be furnished. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if, in the opinion of the awarding authority:

a. It is at least equal in quality, durability, appearance, strength, and design;

b. it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and

c. it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the specifications. For each item of material the specifications shall provide for either a minimum of three named brands of material or a description of

material which can be met by a minimum of three manufacturers or producers, and for the equal of any one of said name or described materials.

Any structural or mechanical changes made necessary to accommodate substituted equipment under this paragraph shall be at the expense of the Contractor or Subcontractor responsible for the work item. See other paragraphs of General and Supplementary Conditions for procedures to be used in determining compliance with the standards of this paragraph.

1.2 Delays: (Statutory reference: Chapter 30, Section 39O). This Paragraph 1.2 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to Chapter 149, Sections 44A through 44H.

In the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

Except as otherwise provided by law and by this Paragraph 1.2, the Contractor shall not be entitled to damages on account of any hindrances or delays, avoidable or unavoidable; but if such delay be occasioned by the awarding authority, the Contractor may be entitled to an extension of time only, in which to complete the work, to be determined by the Architect.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.
(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act or failure to act involved in the claim.

1.3 Deviations: (Statutory referenced: M.G.L. Chapter 30, section 39I) This Paragraph 1.3 applies to every contract for the construction, alteration, maintenance, repair or demolition of,

or addition to, any public building or public works for the Commonwealth or any political subdivision thereof.

The Contractor shall perform all the work required by this contract in conformity with the plans and specifications contained therein. No willful and substantial deviation from said plans and specifications shall be made unless authorized in writing by the awarding authority or by the Engineer or Architect in charge of the work who is duly authorized by the awarding authority to approve such deviations. In order to avoid delays in the prosecution of the work required by such contract, such deviation from the plans or specifications may be authorized by a written order of the awarding authority or such Engineer or Architect so authorized to approve such deviation. Within thirty days thereafter, such written order shall be confirmed by a certificate of the awarding authority stating: (1) If such deviation involves any substitution or elimination of materials, fixtures or equipment, the reasons why such materials, fixtures or equipment were included in the first instance and the reasons for substitution or elimination, and, if the deviation is of any other nature, the reasons for such deviation, giving justification therefor (2) that the specified deviation does not materially injure the project as a whole; (3) that either the work substituted for the work specified is the same cost and quality, or that an equitable adjustment has been agreed upon between the awarding authority and the Contractor and the amount in dollars of said adjustment; and (4) that the deviation is in the best interest of the awarding authority.

Such certificate shall be signed under the penalties of perjury and shall be a permanent part of the file record of the work contracted for.

Whoever violates any provision of this section willfully and with intent to defraud shall be punished by a fine of not more than five thousand dollars or by imprisonment for not more than six months, or both.

1.4 Finality of Decisions by Awarding Authority or Architect: (Statutory reference: M.G.L. Chapter 30, Section 39J) This Paragraph 1.4 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public works by the Commonwealth or by any county, city, district, board, commission, or other public body, when the amount of the contract exceeds the amount stated in M.G.L. Chapter 30, Section 39J.

Notwithstanding any contrary provision of this contract, a decision by the contracting body or by any administrative board, official or agency, or by any architect or engineer, on a dispute, whether of fact or of law, arising under said contract shall not be final or conclusive if such decision is made in bad faith, fraudulently, capriciously, or arbitrarily, is unsupported by substantial evidence, or is based upon error of law.

1.5 Differing Site Conditions: (Statutory reference: M.G.L. Chapter 30, Section 39N) This Paragraph 1.5 applies to every contract subject to M.G.L. Chapter 30, Section 39M and to every contract subject to M.G.L. Chapter 49, Sections 44A through 44H.

If, during the progress of the work, the Contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the Contract Documents, either the

Contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a Contractor, or upon its own initiative, the awarding authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the Contract Documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and Contract Documents and are such a nature as to cause an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

1.6 Timely Decision by Awarding Authority: (Statutory reference: M.G.L. Chapter 30, Section 39P) This Paragraph 1.6 applies to every contract subject to M.G.L. Chapter 30, Section 39M, and to every contract subject to M.G.L. Chapter 149, Sections 44A through 44H.

In every case in which this contract requires the awarding authority, any official, its Architect or Engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, the decision shall be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, Architect or Engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty-day period and the date by which the decision will be made.

1.7 Certificate of Appropriation: (Statutory reference: M.G.L. Chapter 44, Section 31C) This Paragraph 1.7 applies to contracts for construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than the amount set forth in M.G.L. Chapter 44, Section 31C.

This Contract shall not be deemed to have been made until the auditor or accountant or other officer of the city or town having similar duties has certified thereon that an appropriation in the amount of such contract is available therefor and that an officer or agent of the city, town, or awarding-authority has been authorized to execute said contract and approve all requisitions and change orders. No order to the Contractor for a change in or addition to the work to be performed under a contract subject to this section, whether in the form of a drawing, plan, detail or any other written instruction, unless it is an order which the Contractor is willing to perform without any increase in the contract price, shall be deemed to have been given until the auditor or accountant, or other officer of the awarding authority having similar duties, has certified thereon that an appropriation in the amount of such order is available therefor; but such certificate shall not be construed as an admission by the awarding authority of its liability to pay for such work. The certificate of the auditor or accountant or other officer of the awarding authority having similar duties, that an appropriation in the amount of such contract or order is available shall bar any defense by the awarding authority on the ground of insufficient appropriation; and any law barring payment in excess of appropriations shall not apply to amounts covered by any certificate under this section.

1.8 Method of Payment: (Statutory reference: M.G.L. Chapter 30, Section 39K) This Paragraph 1.8 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the Commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than two thousand dollars, or the amount set forth in M.G.L. Chapter 30, Section 39K.

1.8.1 Within fifteen days after receipt from the Contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a Subcontractor has title and has authorized the Contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances, but less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the Contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Paragraph 1.10 of these Supplementary General Conditions, or based on the record of payments by the Contractor to the Subcontractors under this contract if such record of payment indicates that the Contractor has not paid Subcontractors as provided in Paragraph 1.10. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days…after receipt of such periodic estimate from the Contractor, at the place designated by the awarding authority if such a place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

1.8.2 The awarding authority may make changes in any periodic estimate submitted by the Contractor, and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the Contractor for correction, any periodic estimate which is not in

the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

1.8.3 All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the Contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each subtrade and each sub-subtrade listed in sub-bid form as required by the specifications, and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

1.8.4 A certificate of the Architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of Paragraph 1.4 of these Supplementary General Conditions, be conclusive for the purposes of this Paragraph 1.8.

1.8.5 Notwithstanding the provisions of this section, at any time after the value of the work remaining to be done is, in the estimation of the awarding authority, less than 1 per cent of the adjusted contract price, or the awarding authority has determined that the contractor has substantially completed the work and the awarding authority has taken possession for occupancy, the awarding authority may send to the general contractor by certified mail, return receipt requested, a complete and final list of all incomplete and unsatisfactory work items, including, for each item on the list, a good faith estimate of the fair and reasonable cost of completing such item. The general contractor shall then complete all such work items within 30 days of receipt of such list or before the contract completion date, whichever is later. If the general contractor fails to complete all incomplete and unsatisfactory work items within 45 days after receipt of such items furnished by the awarding authority or before the contract completion date, whichever is later, subsequent to an additional 14 days written notice to the general contractor by certified mail, return receipt requested, the awarding authority may terminate the contract and complete the incomplete and unsatisfactory work items and charge the cost of same to the general contractor and such termination shall be without prejudice to any other rights or remedies the awarding authority may have under the contract. The awarding authority shall note any such termination in the evaluation form to be filed by the awarding authority pursuant to the provisions of section 44D of chapter 149.

1.9 Method of Payment: (Statutory reference: M.G.L. Chapter 30, section 39G) This Paragraph 1.9 applies to every contract for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways; including bridges and other highway structures, sewers and water mains, airports and other public works entered into with the commonwealth, or any agency or political subdivision thereof.

1.9.1 Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and water mains, airports and other public works, the contractor shall present

in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor's certification within the twenty-one day period, the contractor's certification shall take effect as the awarding authority's declaration that the work has been substantially completed.

1.9.2 Within sixty-five days after the effective date of a declaration of substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quality and price of the work done and all but one percent retainage on that work, including the quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payments filed by subcontractors and not yet paid to subcontractors or deposited in joint accounts pursuant to section 1.10, but no contract subject to said section 1.10 shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the contract by subcontractors, material suppliers or others.

1.9.3 If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by section 1.9.2, on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such substantial completion estimate, at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

1.9.4 Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days' written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

1.9.5 Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority

shall prepare and forthwith send to the contractor for acceptance, a final estimate for the quantity and price of the work done and all retainage on that work less the payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and sends to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

1.9.6 The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the day of payment. Within 15 days after receipt from the contractor, if such place is so designated by the awarding authority, if such place is so designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claim against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 1.10, and a retention to secure satisfactory performance of the contractual work not exceeding five percent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section 1.10; provided, that a five percent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

1.9.7 No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of, all or part of any work item or extra work item.

1.9.8 Substantial completion, for the purpose of this section 1.9, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been

completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

1.10 Direct Payment: (Statutory reference: M.G.L. Chapter 30, Section 39F) This Paragraph 1.10 applies to every contract awarded pursuant to M.G.L. Chapter 149, Sections 44A through 44J, and (with the exception of Subparagraph 1.10.9) to every contract awarded pursuant to M.G.L. Chapter 30, Section 39M.

1.10.1 Forthwith after the General Contractor receives payment on account of a periodic estimate, the General Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that Subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

1.10.2 Not later than the sixty-fifth day after each Subcontractor substantially completes the work in accordance with the plans and specifications, the entire balance due under the subcontract, less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the Subcontractor; and the awarding authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

1.10.3 Each payment made by the awarding authority to the General Contractor pursuant to Subparagraphs 1.10.1 and 1.10.2 of this Paragraph 1.10 for the labor performed and the materials furnished by a Subcontractor shall be made to the General Contractor for the account of that Subcontractor; and the awarding authority shall take reasonable steps to compel the General Contractor to make each such payment to each such Subcontractor. If the awarding authority has received a demand for direct payment from a Subcontractor for any amount which has already been included in a payment to the General Contractor for payment to the Subcontractor as provided in Subparagraphs 1.10.1 and 1.10.2, the awarding authority shall act upon the demand as provided in this Paragraph 1.10.

1.10.4 If, within seventy days after the Subcontractor has substantially completed the subcontract work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount retained by the awarding authority as to the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten days after the Subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the General Contractor, the General Contractor

may reply to the demand. The reply shall be a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the General Contractor and of the amount due for each claim made by the General Contractor against the Subcontractor.

1.10.5 Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the Subcontractor of the balance due under the subcontract, including any amount due for extra labor and materials furnished to the General Contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the General Contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Subparagraph 1.10.4 The awarding authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this Subparagraph.

1.10.6 The awarding authority shall forthwith deposit the amounts deducted from a direct payment as provided in part (iii) of the Subparagraph 1.10.5 in an interest-bearing joint account in the names of the General Contractor and the Subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the General Contractor and the Subcontractor and shall notify the General Contractor and the Subcontractor of the date of the deposit and the account, including accrued interest, as provided in an agreement between the General Contractor and the Subcontractor or as determined by decree of a court of competent jurisdiction.

1.10.7 All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to Subparagraph 1.10.6 shall be made out of amounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Subcontractor and out of amounts which later become payable to the General Contractor and in the order or receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the Contractor to the extent of such payment.

1.10.8 The awarding authority shall deduct from payments to a General Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to Subparagraph 1.10.6, are sufficient to satisfy all unpaid balances of demands for direct payments received from Subcontractors. All such amounts shall be earmarked for such direct payments, and the Subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the General Contractor.

1.10.9 If the Subcontractor does not receive payment as provided in Subparagraph 1.10.1 or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment

for same when due less the deductions provided for in Subparagraph 1.10.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 1.10.4 and the General Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the awarding authority shall proceed as provided in Subparagraphs 1.10.5, 1.10.6, 1.10.7 and 1.10.8.

1.10.10 Any assignment by a Subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of M.G.L. Chapter 149, Section 29 shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the awarding authority or which are on deposit pursuant to Subparagraph 1.10.6 shall be subordinate to the rights of all Subcontractors who are entitled to be paid under this section and who have not been paid in full.

1.10.11 "Subcontractor" as used in this Paragraph 1.10 (i) for contracts awarded as provided in M.G.L. Chapter 149, Sections 44A-44J, inclusive, shall mean a person who files a sub-bid and receives a subcontract as a result of that filed sub-bid or who is approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor, (ii) for contracts awarded as provided in M.G.L. Chapter 30, Section 39M(a), shall mean a person approved by the awarding authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the General Contractor.

1.10.12 A General Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in Subparagraph 1.1.6 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the awarding authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the awarding authority claiming a demand for direct payment is premature, and such Subcontractor

must file the petition before the awarding authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6.

1.10.13 In any petition to collect any claim for which a Subcontractor has filed a demand for direct payment the court shall, upon motion of the General Contractor, reduce by the amount of any deposit of a disputed amount by the awarding authority as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6 any amount held under a trustee writ or pursuant to a restraining order or injunction.

1.11 Discharge or Release of Bonds (Statutory reference: M.G.L. c.30, section 40) This Paragraph 1.11 applies to every contract awarded for the construction or repair of public buildings or other public works.

1.11.1 Bonds given to the commonwealth, any county, city, town or political subdivision to secure the performance of contracts for the construction or repair of public buildings or other public works may be discharged or released by the awarding authority, upon such terms as it deems expedient, after the expiration of one year from the time of completion, subject to Section 1.8, of the work contracted to be done; provided that no claim filed under said bond is pending, and provided further, that no such bonds shall be discharged or released prior to the expiration of all special guarantees provided for in the contract unless new bonds in substitution therefor specifically relating to the unexpired guarantees shall be taken.

ARTICLE 2 – WAGES AND EMPLOYMENT PRACTICES

2.1 Preference To Veterans and Citizens In Public Works; Rate of Wages: (Statutory reference: M.G.L. c. 149, Section 26) This Paragraph 2.1 applies to every contract or subcontract for the construction of public works by the Commonwealth or by a county, town or district.

2.1.1 In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are veterans as defined in M.G.L. Chapter 4, Section 7, clause 43, and who are qualified to perform the work to which the employment relates and, within such preference, preference shall be given to service-disabled veterans; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town, authority or district, and within such preference, preference shall be given to service-disabled veterans.

2.1.2 The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner as hereinafter provided; provided that

the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal town paying the highest rate; provided further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided further, that in towns where no such rate or rates have been established, the wages paid to mechanics, teamsters, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the Commonwealth or a county, town, authority or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriations of more than one thousand dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

2.2 List of Jobs; Classifications; Determination of Rate of Wages; Schedule: (Statutory reference: M.G.L. Chapter 149, Section 27) This Paragraph 2.2. applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

2.2.1 The commissioner shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed, including the transportation of gravel or fill to the site of said public works or the removal of surplus gravel or fill from such site. The commissioner shall classify said jobs, and he may revise such classification from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the commissioner to determine the rate of wages to be paid on each job. Each year after the awarding of the contract, the public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices and laborers are to be employed and shall request that the commissioner update the determination of the rate of wages to be paid on each job. The general contractor shall annually obtain updated rates from the public official or public body and no contractor or subcontractor shall pay less than the rates so established. Said rates shall apply to all persons engaged in transporting gravel or fill to the site of said public works or removing gravel or fill from such site, regardless of whether such persons are employed by a contractor or subcontractor or are independent contractors or owner-operators. The commissioner, subject to the provisions of Section 2.1, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made. In advertising or calling for bids for said works, the awarding official or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule,

without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to be the minimum rate or rates of wages for said employees during the life of the contract. Any person engaged in the construction of said works shall cause a legible copy of said schedule and subsequent updates to be kept posted in a conspicuous place at the site of said works during the life of the contract. An apprentice performing work on a project subject to this section shall maintain in his possession an apprentice identification card issued pursuant to section M.G.L. Chapter 23, Section 11W. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said Section 2.1, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Whoever shall pay less than said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, and whoever, for himself, or as representative, agent or officer of another, shall take or receive for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C. The president and treasurer of a corporation and any officers or agents having the management of such corporation shall also be deemed to be employers of the employees of any corporation within the meaning of Sections 2.1 to 2.3, inclusive. Offers of restitution or payment of restitution shall not be considered in imposing such punishment.

2.2.2 When an investigation by the attorney general's office reveals that a contractor or subcontractor has violated this section by failing to pay said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, or that a contractor or subcontractor has, for himself, or as representative, agent or officer of another, taken or received for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, the attorney general may, upon written notice to the contractor or subcontractor and the sureties of the contractor or subcontractor, and after a hearing thereon, order work halted on the part of the contract on which such wage violations occurred, until the defaulting contractor or subcontractor has filed with the attorney general's office a bond in the amount of such penal sum as the attorney general shall determine, conditioned upon payment of said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner. An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf,

or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

2.3 Employment Records To Be Kept By Contractor, Subcontractors; Statement of Compliance: (Statutory reference: M.G.L. c. 149, Section 27B) This Paragraph 2.3 applies to every contract or subcontract for the construction of public works by the Commonwealth, or by a county, town or district.

Every Contractor, Subcontractor or public body engaged in said public works to which Paragraph 2.3 of these Supplementary General Conditions applies shall keep a true and accurate records of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and hours worked by, and wages paid to, each such employee, and shall promptly furnish to the Attorney General or his representative, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. For every week in which an apprentice is employed by a contractor, subcontractor or public body subject to this section, a photocopy of the apprentice's apprentice identification card, issued pursuant to M.G.L. Chapter 23, Section 11W, shall be attached to the records submitted under this section. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the awarding authority directly and on a weekly basis.

Each such Contractor, Subcontractor or public body shall preserve its payroll records for a period of three years from the date of completion of the contract.

Each such Contractor, Subcontractor or public body shall furnish to the awarding authority directly within fifteen days after completion of its portion of the work a statement, executed by the Contractor, Subcontractor, or public body who supervises the payment of wages, in the following form.

STATEMENT OF COMPLIANCE

I, _____
(Name of signatory party) (Title)

do hereby state:

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

_____
(Contractor, Subcontractor or public body)

on the _____ and that all mechanics
(building or project)

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

Signature _____

Title _____

The above-mentioned copies of payroll records and statements of compliance shall be available for inspection by any interested party filing a written request to the awarding authority for such inspection and copying.

2.4 Wages Paid to Operators of Trucks and Other Equipment: (Statutory reference: M.G.L. c. 149, Section 27F) This Paragraph 2.4 applies to every contract for the construction of public works by the Commonwealth, or by a county, city, town or district.

No agreement of lease, rental or other arrangement, and no order or requisition under which a truck or any automotive or other vehicle or equipment is to be engaged in public works by the commonwealth or by a county, city, town or district, shall be entered into or given by any public official or public body unless said agreement, order or requisition contains a stipulation requiring prescribed rates of wages, as determined by the commissioner, to be paid to the operators of said trucks, vehicles or equipment. Any such agreement, order or requisition which does not contain said stipulation shall be invalid, and no payment shall be made thereunder. Said rates of wages shall be requested of said commissioner by said public official or public body, and shall be furnished by the commissioner in a schedule containing the classifications of jobs, and the rate of wages to be paid for each job. Said rates of wages shall include payments to health and welfare plans, or, if no such plan is in effect between employers and employees, the amount of such payments shall be paid directly to said operators. Whoever pays less than said rates of wages, including payments to health and welfare funds, or the equivalent in wages, on said works, and whoever accepts for his own use, or for the use of any other person, as a rebate, gratuity or in any other guise, any part or portion of said wages or health and welfare funds, shall have violated this section and shall be punished or shall be subject to a civil citation or order as

provided in M.G.L. Chapter 149, Section 27C. An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

2.5 Reserve Police Officers: (Statutory reference: M.G.L. Chapter 149, Section 34B) This Paragraph 2.5 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public works for the Commonwealth or any political subdivision thereof.

The contractor shall pay to any reserve police officer employed by him in any city or town the prevailing rate of wages paid to regular police officers in such city or town.

2.6 Eight-hour Day, etc.: (Statutory reference: M.G.L. Chapter 149, Sections 30, 34, and 34A) This Paragraph 2.6 applies only to contracts which are subject to the provisions of the aforesaid sections of the Massachusetts General Laws.

No laborer, worker, mechanic, foreman or inspector working within this Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

2.7 Lodging, etc.: (Statutory reference: M.G.L. Chapter 149, Section 25) This paragraph 2.7 applies to every contract for the doing of public work with the Commonwealth, a county, city or town, or with a department, board, commission, or officer acting therefor.

Every employee under this contract shall lodge, board and trade where and with whom he elects, and neither the Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

2.8 Access to Contractor’s Records: (Executive Order No. 195) This Paragraph 2.8 applies to every contract for the purchase of services or materials by any agency, bureau, board, commission, institution, or department of the Commonwealth or a municipal contract funded, in whole or in part, by the Commonwealth.

The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of data of the Contractor which pertain to the performance and requirements of this contract.

2.9 Worker's Compensation Insurance: (Statutory reference: M.G.L. chapter 149, Section 34) This Paragraph 2.9 applies to every contract for the construction, alteration, maintenance, repair or demolition of, or addition to, any public building or other public works for the Commonwealth or any political subdivision thereof.

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of and the furnishing of other benefits under M.G.L. Chapter 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 2.9 must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to other party and to the awarding authority at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.
Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section. Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

ARTICLE 3 – CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS

3.1 (Statutory reference: M.G.L. Chapter 30, Section 39R)
This Article 3 applies to "Contracts" and "Contractors", as defined in Subparagraph 3.1.1 and 3.1.2, below.

3.1.1 "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.

3.1.2 "Contract" means any contract awarded or executed pursuant to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A which is for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.

3.1.3 “Records” means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.

3.1.4 “Independent Certified Public Accountant” means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his residence or principal office who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant’s independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.

3.1.5 “Audit”, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepting accounting principles and auditing standards for the purpose of expressing a *certified* opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons.

3.1.6 “Accountant’s Report”, when used in regard to financial statements, means a document in which an independent certified public accountant indicates the scope of the audit which he has made and sets his opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reasons therefor shall be stated. An accountant’s report shall include as a part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the auditing financial statement is a true and complete statement of the financial condition of the Contractor.

3.1.7 “Management”, when used herein, means the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

3.1.8 Accounting terms, unless-otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.

3.2 Subparagraph 3.1.2 hereof notwithstanding, every agreement or contract awarded or executed pursuant to to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A, shall provide that:

3.2.1 The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor; and

3.2.2 Until the expiration of six years after final payment, the awarding authority, office of inspector general, and the commissioner of capital asset management and maintenance shall have the right to examine any books, documents, papers or records of the Contractor or his Subcontractors that directly pertain to, and involve transactions relating to, the Contractor or his Subcontractors; and

3.2.3 If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the awarding authority, including in his description the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

3.2.4 If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth in Paragraph 3.3 below prior to the execution of the contract.

3.2.5 If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in Paragraph 3.5 below.

3.3 Every Contractor awarded a contract shall file with the awarding authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

3.3.1 transactions are executed in accordance with management's general and specific authorization:

3.3.2 transactions are recorded as necessary

(i) to permit preparation of financial statements in conformity with generally accepted accounting principles, and

(ii) to maintain accountability for assets;

3.3.3 Access to assets is permitted only in accordance with management's general or specific authorization; and

3.3.4 The recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

3.4 Every Contractor awarded a contract shall also file with the awarding authority a statement prepared and signed by an independent certified public accountant, stating that he/she has examined the statement of management on internal accounting controls, and expressing an opinion as to:

3.4.1 Whether the representations of management in response to this paragraph and Paragraph 3.2 above are consistent with the result of management's evaluation of the system of internal accounting controls; and

3.4.2 Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

3.5 Every Contractor awarded a contract by the Commonwealth or by any political subdivision thereof shall annually file with the commissioner of capital asset management and maintenance during the term of the contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

ARTICLE 4 – MISCELLANEOUS

4.1 Weather Protection: This Paragraph 4.1 applies to every contract subject to M.G.L. Chapter 149, Section 44A.

4.1.1 The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31, as required by M.G.L. Chapter 149 Section 44F(1).

4.2 Form for Sub-contract: This Paragraph 4.2 applies to every contract subject to M.G.L. Chapter 149 Section 44A.

4.2.1 The Contractor when sub-contracting with sub-bidders filed pursuant to M.G.L. Chapter 149, Section 44F shall use the form for sub-contract in Chapter 149 Section 44F(4)(c).

4.3 Foreign Corporations: This Paragraph 4.3 applies to every contract with the Commonwealth, a county, city, town, district, board, commission, or other public body for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building or other public works.

4.3.1 The Contractor, if a foreign corporation, shall comply with M.G.L. Chapter 30, Section 39L.

4.4 Shoring: (Statutory reference: M.G.L. Chapter 149, Section 129A*).* This Paragraph 4.4 applies to every construction project carried on by any city, town, county, or other subdivision of the Commonwealth in which a trench is to be dug to a depth of five feet or more, except a trench for laying of water pipes dug to a depth of six and one-half feet which will be open less than 48 hours, and except for digging of graves.

4.4.1 Such trenches shall be shored and braced in conformity with rules and regulations for the prevention of accidents in construction operations, as adopted and enforced by the Attorney General.

4.5 Certification of Compliance with Tax Laws: (Statutory reference: M.G.L. Chapter 62C, Section 49A) This Paragraph 4.5 applies to contracts for goods or services furnished by 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.

4.5.1 By executing this contract, the Contractor certifies, under penalties of perjury, that to the best of his information, knowledge and belief he has complied with all laws of the Commonwealth relating to taxes.

4.6 Verification of Construction Debris Disposal: (Worcester Revised Ordinances Chapter 8, Section 7) This paragraph 4.6 shall apply to every contract entered into by the City of Worcester for the demolition, renovation, rehabilitation, or alteration of a building or structure.

a. In furtherance of the requirements set forth in G.L. c.40, §54, and §114.1.3 of the State Building Code, the building commissioner shall require any person who obtains a permit for the demolition, renovation, rehabilitation, or alteration of a building or structure to provide verification that the debris resulting from such activities was disposed of at the licensed solid waste facility named in conjunction with the permit application.

b. The verification required under sub-section (a), above, shall consist of the following:

    1) a dated receipt, signed by the owner/operator of the licensed solid waste disposal facility where the debris was deposited.

    2) the receipt shall contain a description of the debris disposed of, and its weight, or volume.

    3) the permit holder shall also provide the building commissioner with an affidavit that the receipt submitted is true and accurate to the best of the permit holder's knowledge.

    4) if the permit holder cannot dispose of the debris at the location indicated, it shall be the permit holder's obligation to obtain an amendment to the permit reflecting the new disposal location. The building commissioner shall be so notified, and the permit amended, prior to the disposal of the debris at the new disposal location.

c. This section shall not apply to the construction of a new building or structure.

4.7 Responsible Employer Ordinance: (Worcester Revised Ordinances, Chapter 2, Section 35) *This paragraph 4.7 shall apply to every contract entered into by the City of Worcester for the construction, reconstruction, installation, demolition, maintenance or repair of any* ***building****, where the contract amount is more than one hundred thousand dollars.*

a. The city council hereby finds and determines that taxpayer money is most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning health insurance coverage and state-certified apprenticeship programs. The city council hereby further finds and determines that it is appropriate for it to exercise its entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this ordinance because failure to comply is injurious to the life, health, and happiness of individuals employed by such firms and is deleterious to the quality of life in the city where most of such individuals reside.

b. Every contract awarded by the city under G.L. c.149 and G.L. 149A shall be deemed to incorporate by reference the provisions of sub-parts (c)(1) through (8) of together with the provisions of subsections (d) and (e) of this section. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.

c. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, Section 44F, under the bidder for projects subject to G.L. c.149, Section 44A(2), and proposers under G.L. c. 149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or subcontracting verify under oath and in writing at the time of budding or submittal in response to and RFP or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:

    1) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must comply with the obligations established under G.L. c. 149 to pay the appropriate lawful prevailing wage rates to their employees.

    2) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at a the time of bidding maintain or participate in a bona fide apprentice training program as defined by G.L. c.23, Sections 11H and 11I for each apprenticable trade or occupation represented in their workforce that is approved by the Division of Apprentice Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This provision does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprentice Standards. All general bidders or

proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development – Division Apprentice Standards, issued within the past 90 days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected; *(Compliance with the apprentice training provision is currently suspended 7/24/14)*

3) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c. 152;
4) The bidder or proposer and all trade contractors and subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding. (G.L. c.149, Section 148B on employee classification);

5) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at the time of bidding certify that, at the time employees begin work at the worksite, all employees will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course;

6) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

7) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign-in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent

notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the City on a daily basis.

8) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer, prior to bidding or, if not subject to bidding requirements, prior to performing any work on the project, shall sign under oath and provide to the City a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the City.

d. A proposal or bid submitted by any general bidder or by any trade contractor or subcontractor under the general bidder or proposer that does not comply with any of the foregoing conditions for bidding shall be rejected, and no subcontract for work outside the scope of G.L. c.149, Section 44F shall be awarded to a subcontractor that does not comply with the foregoing conditions.
e. All bidders or proposers and all trade contractors and subcontractors under the bidder or proposer who are awarded or who otherwise obtain contracts on the projects subject to G.L. c.149, Section 44A(2) or c.149A, shall comply with each of the obligations set forth in this Section 4.7 for the entire duration of their work on the project, and an officer of each bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.
f. Any proposer, bidder, trade contractor or subcontractor under the bidder or proposer who fails to comply with any one of the obligations set forth in this Section 4.7 for any period of time shall be, at the sole discretion of the City, subject to one or more of the following sanctions:
   1) cessation of work on the project until compliance is obtained;
   2) withholding of payment due under any contract or subcontract until compliance is obtained;
   3) permanent removal from any further work on the project;
   4) liquidated damages payable to the City in the amount of 5% of the dollar value of the contract.

g. In addition to the sanctions outlined in subsection (h) above, a proposer, general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c.149, Section 44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this Section 4.7 shall be barred from performing any work on any future projects for six months for a first violation, three years for a second violation and permanently for a third violation.

4.8 Regulation of Construction Noise: (Worcester Revised Ordinances, Chapter 8, Section 34) This paragraph 4.8 shall apply to anyone operating powered construction equipment delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.

a. It shall be unlawful for any person, firm, corporation, partnership, or other entity to operate powered construction equipment or to build, erect, construct, demolish, alter, repair, excavate or engage in hoisting, grading, site work, including tree and brush removal, dredging or pneumatic hammering, or to deliver construction equipment and/or supplies to the site on any building, road, tower, parking lot, machine, pipe, sewer, sidewalk, or any other construction project (hereafter collectively the "construction project"), except between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturday, except for "emergency work" which is performed in the interest of public safety or welfare and for which a permit has been issued by the commissioner of public works and parks or the commissioner of inspectional services.

   It shall be unlawful for any person, firm, corporation, partnership, or other entity to engage in a construction project activity on Sundays or legal holidays without a permit from the police chief issued pursuant to G.L. c. 136, Section 7 or 15 and a permit issued by the commissioner of inspectional services hereunder.

b. Emergency work permits may be issued in:

   1) cases of urgent necessity and for the interests of health, safety and convenience of the public. The commissioner of inspectional services shall whether the reasons given for the urgent necessity are valid and reasonable, and whether the health, safety and convenience of the public will be protected or better served by granting the permit requested and whether the manner and amount of loss or inconvenience to the party in interest imposes a significant hardship; or,

   2) cases where, because the location and nature of the work, the noise caused by said work will not be heard by anyone not working on the project. The commissioner of inspectional services shall consider whether supplying machinery and/or materials to the construction project site will cause unreasonable noise along the routes to the construction project site, and whether such activity will impact residential neighborhoods, and shall not grant any emergency work permit unless unreasonable noise in residential areas will be prevented.

c. Emergency work permits may be issued to the general contractor on a blanket basis that applies to all of the contractors working on the job, or may be issued to specific contractors on the construction project, at the discretion of the Commissioner.

Emergency work permits may be issued for not more than one week at a time, and may be renewed for additional one week periods at the discretion of the Commissioner.

d. Prior to issuing or reissuing said emergency work permit, the commissioner of inspectional services shall review the work being conducted and all attendant circumstances, and shall prescribe whatever limitations possible to minimize the generation of noise, and to minimize the impact of noise on the neighbors to the construction project.

e. Emergency repair work performed by the Department of Public Works and/or any public utility is exempt from this section.

f. The fee for each such Emergency work permits issued under this section shall be set in accordance with Chapter 2, § 24 of the City of Worcester Revised Ordinances of 2008.

g. On any project for the construction, reconstruction, installation, demolition, maintenance or repair of any building, or public work, to be funded in whole or in part by city funds, or funds which, in accordance with a federal or state grant, program, or otherwise, the city expends or administers, or any such project to which the city is a signatory to the contract therefor, the provisions of this section shall apply and the same shall be referred in every invitation to bid for such project and, the following paragraphs shall be contained in every resulting contract therefrom:

> "It shall be a material breach of this contract if the contractor and each subcontractor shall not at all times adhere to the provisions of § 34 of chapter eight of the Revised Ordinances of the city, by limiting their on-site, noise producing construction and related work to the hours specified by the Ordinance.
>
> A waiver from the above requirements may, in certain circumstances, be granted in accordance with subsections (b), (c) and (d) of § 34 of chapter eight of the Revised Ordinances of the city."

h. The commissioner of inspectional services shall have the authority to adopt any rules and regulations he or she deems necessary to implement this section.

i. Nothing in this section shall be deemed to prevent an individual from performing work on his or her own property, so long as the work is being done by the owner of the property or by direct relative(s) of the owner, and said work is not being done for profit.

j. This section may be enforced by the commissioner of inspectional services, the building commissioner, the chief of police or their subordinates.

> Any violation of this section by any person, firm, corporation, partnership, or other entity, shall be individually punished with a fine of $100.00. Each day upon which a violation of this section occurs shall be considered a separate violation. Employers shall be deemed the violator for violations committed by their employees.

4.9 Regulation of Excessive and Unreasonable Noise: (Worcester Revised Ordinances, Chapter 9, Section 1A(e)(9) This paragraph 4.9 shall apply to anyone operating powered construction equipment delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.

a. No person shall operate any powered construction equipment or build, erect, construct, demolish, alter, repair, excavate or engage in hoisting, grading, site work, including tree and brush removal, dredging or pneumatic hammering, or deliver construction equipment and/or supplies to the site on any building, road, tower, parking lot, machine, pipe, sewer, sidewalk, or any other construction project, except between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturday, and between the hours of 9:00 a.m. and 7:00 p.m. on Sundays, except for work performed by a public service or municipal utility department or "emergency work" performed with the express written permission of the commissioner of inspectional services or the commissioner of public works and parks. Emergency work shall be limited to such work that is clearly essential to respond to a sudden and unexpected threat to public health or public safety. Emergency work permission may be granted to a general or sub-contractor on a blanket basis governing all persons working on a specified portion of a particular job. Emergency work permission may be granted for not more than one week at a time, and may be renewed for additional one week periods at the discretion of the commissioner who granted the initial permission.

ARTICLE 104: GENERAL BID FORM

for

Sewer-Water Main Construction (S20-5) / DPW & Parks
BID #: 7478-W1

BIDDER _____
Print Name of the Firm or Proprietorship Submitting this Bid

This bid must be accompanied by a deposit in the form of cash, or bid bond, or a certified check, treasurer's check, or cashier's check, payable to the City of Worcester (hereinafter referred to as the "Owner", or the "Awarding Authority") in the amount of five percent (5%) of the total value of the bid. No other form of bid security will be accepted.

By submitting this bid the Bidder represents that it has carefully examined the site of work described herein; has become thoroughly familiar with local conditions and the character and extent of the work; has carefully examined the Drawings, Project Manual and Contract Documents including all Addenda which are a part of this proposal, the General Bid Form, and thoroughly understands their stipulations, requirements, and provisions, and that the Bidder will contract, in the form of contract required, to provide all necessary and proper machinery, equipment, facilities, and means to do all the work and furnish all the materials necessary and proper to carry out such contract in the manner and on the conditions set forth therein in accordance with the Contract Documents, and to perform or observe all other contract requirements thereby. By submitting this bid, the Bidder further represents that it agrees to be subject to the jurisdiction of the courts of the Commonwealth of Massachusetts with respect to any actions arising out of or related to this bid or any contract that may be entered into based upon this bid, and that any such actions commenced by the Bidder shall be commenced in the courts of the Commonwealth of Massachusetts.

A bidder wishing to amend this bid after transmittal to the Owner may do so only by withdrawing this bid and resubmitting another bid prior to the time for opening bids.

TO THE AWARDING AUTHORITY:

A. The undersigned Bidder proposes to furnish all labor, materials, and equipment necessary and required for the project described herein in Worcester, MA, in accordance with the accompanying plans and specifications for the contract price specified below, subject to additions or deductions according to the terms of the Contract Documents.

B. This Bid includes Addenda numbered: ____ ____ ____ ____ ____

C. The proposed total base Bid price is:

$_____

_____

(TOTAL BASE BID WRITTEN IN WORDS)

D. BID ALTERNATES: N/A

The owner may select at its option, any Alternate or combination of Alternates, or none of the Alternates. The Bidder is required to provide a bid for each Alternate listed below. If selected by the Owner, the Alternate(s) will be added to the total Base Bid price to determine the low bidder.

E. UNIT PRICES: *Refer to Unit Price Proposal Pages*

In addition to stating the Total Base Bid Price, the Bidder shall state prices for the various items of work as may be listed herein. The Unit Prices listed below, if accepted by the Owner in the award of the contract, may be used for computing adjustments during the course of construction, based upon extra work ordered by the Owner, or for work countermanded, reduced, or omitted by the Owner.

F. TIME FOR COMPLETION

The work of this contract must be completed by December 31, 2020.

G. The Bidder agrees that if it is selected as the lowest responsible and eligible bidder, the Bidder will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials (a.k.a., payment) bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the Bidder and are included in the bid price(s) contained herein.

The Bidder hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.

The undersigned further certifies under 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 herein 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 29F of Chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date: _____ _____
(Print Name of Bidder)

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

_____
(Business Address)

_____
(City, State and Zip Code)

Fax: (_____) _____ Phone: (_____) _____

Social Security Number or
Federal Identification Number:_____

E-Mail Address: _____

NOTE: If Bidder is a corporation, indicate state of incorporation; if a partnership, give full names and addresses of all partners; and if a sole proprietorship, give residential address if different from business address. Use the following spaces:

If a Corporation:

Incorporated in what state: _____

President: _____

Treasurer: _____

Secretary: _____

If a foreign corporation (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts), is the corporation registered with the Massachusetts Secretary of State's office? *Yes* _____ *No* _____

If the Bidder is a foreign corporation, it is required under M.G.L. c. 30, section 39L to furnish to the awarding authority a certificate of the Secretary of State stating that the corporation has complied with M.G.L. c. 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22.

If a Partnership: (Name all Partners)

Name of Partner: _____

Residence: _____

_____

Name of Partner: _____

Residence: _____

_____

Name of Partner: _____

Residence: _____

_____

If an Individual:

Name: _____

Residence: _____

_____

If an Individual doing business under a firm name:

Name of Firm: _____

Name of Individual: _____

Business Address: _____

_____

Residential Address _____
(if different from above)

_____

Other form of business organization:

_____

_____

SURETY INFORMATION:

The bidder will give below the name and address and State of Incorporation of the surety company who will sign the bonds. Performance and Payment Bonds in the amount of 100% of the dollar value of the contract will be required at time of contract execution.

_____

_____

_____

It is contractor's responsibility to submit the required bond documentation in a form satisfactory to the City.

STATEMENT OF BIDDER'S QUALIFICATIONS

The bidder is requested to state below what work of a similar character to that included in the proposed contract he/she has done and to give references that will enable the Owner to judge his/her experience, skill, business standing and overall responsibility. Supplemental forms may be used by the bidder.

_____

_____

_____

_____

END OF GENERAL BID FORM

ARTICLE 105: OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT made on at Worcester, in the County of Worcester and Commonwealth of Massachusetts, by and between (hereinafter called the Contractor), and the City of Worcester, a municipal corporation within said County of Worcester, (hereinafter called the City).

W I T N E S S E T H:

That the Contractor, in consideration of the payments hereinafter mentioned, and of the fulfillment of the agreements herein mutually entered into, agrees with the City as follows:

SCOPE OF WORK:

(1) The Contractor shall, pursuant to the terms of this AGREEMENT, provide all the supplies, materials, and equipment, and perform all the labor, services and supervision necessary and proper for (hereinafter called the "Project") in the City of Worcester, Massachusetts, and to accomplish any and all work incidental thereto.

BONDS:

(2) The Contractor shall obtain and deposit with the City the following bond(s) in the amount of:

PERFORMANCE BOND: ($)

PAYMENT BOND: ($)

with sureties satisfactory to the Contracting Officer to (a) guarantee the faithful performance by the Contractor of all its obligations under this AGREEMENT and (b) constitute the security required by Massachusetts General Laws Chapter 149, Section 29, and Chapter 30, Section 39A, as amended, for the payment by the Contractor and its subcontractors for all labor performed or furnished and for all materials used or employed in connection with this AGREEMENT.

CONTRACTING OFFICER:

(3) Wherever used in this AGREEMENT, the term "Contracting Officer" shall mean the City Official(s) so designated below, or the individual duly appointed by him/her for the performance of any of his/her functions or responsibilities under this AGREEMENT. The work performed hereunder shall be carried out under the direction and subject to the approval and acceptance of the Purchasing Director (hereinafter called the Contracting Officer).

INCORPORATED DOCUMENTS:

(4) The performance of this AGREEMENT is subject to the provisions of the following documents, all of which are attached hereto and intended to be an integral part of this AGREEMENT (hereinafter collectively referred to as "the Contract Documents").

a. Information to Bidders
b. Bid Proposal
c. Specifications, Drawings and Addenda

The Contract Documents are to be read collectively and complementary to one another; any requirement under one shall be as binding as if required by all. In the event of any conflict or inconsistency between the provisions of this AGREEMENT and any of the other Contract Documents, the provisions of this AGREEMENT shall prevail. In the event of any conflict or inconsistency between this AGREEMENT, the Contract Documents and any applicable state law, the applicable statutory provisions shall prevail.

TIME FOR PERFORMANCE:

(5) Time is of the essence for this AGREEMENT. The work of this AGREEMENT must be substantially completed _____.

PRICE:

(6) The City will pay the Contractor for all materials delivered or furnished and for all the work performed pursuant to Article (1) hereof a sum of money as follows:

_____($).

PAYMENT:

(7) Payment shall be made by the City in accordance with General Laws Chapter 30, Section 39G (1988 ed.), as amended, which is included in the Supplementary General Conditions to the Contract.

(a) In addition to the retainage provided for in the above statutory provisions, the City may also, with the written consent of the Contractor, use any of the sums payable under this contract to pay for labor, materials, and for the rental of equipment that has been furnished to the Contractor or any of its subcontractors in connection with work under this contract, regardless of whether claims for such obligations have been filed with the City under General Laws Chapter 149, Section 29 or Chapter 30, Section 39A.

(b) The payment shall be in full for furnishing all materials, supplies, labor services, supervision, tools and equipment and the use thereof as embraced under the AGREEMENT and shall also constitute the payment for all loss or damage to the Contractor arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final approval by the Contracting Officer, and for all risks to the Contractor of every description

connected with the prosecution of the work or infringement of patents, trademarks, or copyrights and for completing the work in an acceptable manner.

(c) The payment of any periodic estimate or of any retained percentage shall in no way constitute an acceptance of the work or in no way prejudice or affect the obligation of the Contractor at his own cost or expense to repair, correct, renew, or replace any defects or imperfections in the construction as well as all damages due or attributable to such defects, nor shall any such payment for any current estimate or of any retained percentages prejudice or affect the rights of the City to hold the Contractor liable for breach of contract or to avail itself of the remedies under Article 15, hereof.

(d) If at any time there shall be evidence of any lien or other claim for which, if established, the City may become liable, directly or indirectly, and which is chargeable to the Contractor, the City may retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify it against any such claim. If there prove to be any such claim after all the payments are made, the Contractor shall refund to the City all moneys that the City pays in discharging such claim in consequence of the Contractor's default.

(e) The Contractor, and each subcontractor, at every tier, represents, warrants and certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes and all Ordinances and Orders of the City of Worcester relating to taxes, fees and charges, or is lawfully contesting the validity of the same. The Contractor, and each subcontractor, at every tier, further represents, warrants and certifies that it will remain in such compliance during the term of this Agreement, including any amendments or extensions hereto. Breach of any of these provisions shall be deemed a material breach which shall entitle the City to immediately terminate this Agreement and take any other action authorized by law to collect any amounts due the City.

PAYMENT OF SUBCONTRACTORS

(8) Payment to subcontractors shall be made in accordance with General Laws Chapter 30, Section 39F (1988 ed.), as amended, which is included in the Supplementary General Conditions.

NOTICE:

(9) Wherever in this AGREEMENT the City is to give or receive a notice, the Contracting Officer as defined in Article (3) shall be the City's agent for such purpose.

PERFORMANCE:

(10) (a) The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall keep the same under his personal control. He shall not assign by power of attorney or otherwise the work or any part thereof without the previous written consent of the Contracting Officer. He shall not either legally or equitably assign any of the moneys payable under this contract or any claim thereto unless by and with like consent on the part of the Contracting Officer and the City Treasurer. He shall be responsible for all the acts and omissions

of his employees and of all persons directly or indirectly employed by him in connection with the prosecution of this work.

(b) The Contractor shall provide sufficient and proper facilities at all times for the inspection of the work by the City. He shall, after receiving written notice that certain work or construction is improper, unsafe or defective or that such construction in any way fails to conform to the contract documents, forthwith remove such unsafe or defective construction and reconstruct the same in a manner satisfactory to the Contracting Officer. Upon failure of the Contractor to remedy the construction after being so notified, the Contracting Officer may cause such defective work to be remedied or replaced and the City may deduct the cost thereof from any moneys due or to become due the Contractor.

(c) The City, acting through the Contracting Officer, shall have the authority to suspend the work wholly, or in part thereof, for such period as he shall deem necessary, due to failure of the Contractor to carry out orders given or to perform any provision of the contract. Upon receipt of written order from the Contracting Officer, the Contractor shall immediately suspend the work or such part thereof in accordance with the order. No work shall be suspended without the written permission of the Contracting Officer. The work shall be resumed when conditions so warrant, or deficiencies have been corrected and the condition of the contract satisfied as ordered or approved in writing by the Contracting Officer. No allowance of any kind will be made for suspension of work by order of the Contracting Officer pursuant to this paragraph.

(d) If, during the process of the work, the Contractor or the City discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the Contractor or the City may request an equitable adjustment in the price of the AGREEMENT applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from the Contractor, or upon its own initiative, the City shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of work, the City shall make an equitable adjustment in the contract price and the AGREEMENT shall be modified in writing accordingly. (G. L. c. 30, s.39N, as amended, which is included in the Supplementary General Conditions).

(e) The Contractor agrees that it will have no claim for damages of any kind on account of any delay in commencement of the Work, or any delay or suspension of any portion thereof, except as hereinafter provided. Post commencement, the Contractor shall have no claim for damages of any kind on account of any delay or suspension of any portion of the work except as hereinafter provided. Adjustments, if any, in the contract price due to a suspension, delay, interruption or failure to act by the City shall be governed by the provisions of General Laws Chapter 30, section 39(O), as amended, which is included in the Supplementary Conditions. Provided, however, the provisions of this paragraph shall not apply to any suspension pursuant

to paragraph 10(c), or for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this AGREEMENT provides for an equitable adjustment of the contract price, or time under any other AGREEMENT provision. Provided further, that no adjustment shall be made if the performance of the Contractor would have been prevented by other causes, even if the work had not been so suspended, delayed or interrupted by the City. Provided further, that a subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as the provisions of this paragraph gives the Contractor against the City, but nothing herein shall in any way change, modify or alter any other rights which the Contractor and subcontractor may have against each other.

(f) The Contractor must submit the amount of a claim under provision (e) to the City in writing as soon as practicable after the end of the suspension, delay or interruption or failure to act and, in any event, not later than the date of final payment under this AGREEMENT and, except for costs due to a suspension order, the City shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the City in writing of the act or failure to act involved in the claim.

(g) The City may award other contracts for additional work. The Contractor shall cooperate fully with other contractors and carefully fit his own work to that of other contracts as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor.

(h) The Contractor shall comply with all the laws, state and federal, applicable to the work and construction herein provided for. This AGREEMENT is made subject to all laws, state and federal; and if any clause hereof does not conform to such law, then such clause shall be void and the operative state or federal law shall be inserted in lieu thereof. Any violation by the Contractor of state or federal laws relating to the employment of labor upon the work or the construction contemplated by this AGREEMENT shall be a sufficient cause for the City to cancel the AGREEMENT without in any way being liable in damages therefor. Should the City cancel the AGREEMENT because of the failure on the part of the Contractor to observe the state or federal laws, or the rules and regulations relating to employment and labor upon the work herein contemplated, then upon cancellation the City reserves all rights and benefits herein or by law provided against the Contractor for the breach of the conditions of this AGREEMENT.

(i) When the use of explosives is necessary for the prosecution of the work, the Contractor shall take the utmost care not to endanger life and property. Whenever directed, the number and size of the charges shall be reduced. All explosives shall be stored in a secure manner. All such storage places shall be marked clearly "DANGEROUS - EXPLOSIVES", and shall be in the care of competent watchmen at all times. The method of storage and handling explosives and highly inflammable materials shall conform to all the State laws and regulations, as well as any local requirements.

(j) Upon the completion of the work, the Contractor shall at his own expense remove all equipment, temporary Contractor's buildings and sheds, fencing, rubbish and waste material in and about the area that has been worked and he shall leave the premises and the work performed all in a neat and proper condition.

(k) Before commencing the work, the Contractor shall, if required, submit a schedule of operations for approval by the Contracting Officer. The schedule shall show the methods and order of operations that the Contractor proposes to use. The approval of the schedule by the Contracting Officer shall not be construed as relieving the Contractor from any responsibility.

(l) Should the Contractor be obstructed or delayed in the prosecution of the work by any act or neglect on the part of the City, or as a result of damage which may be caused by lightning, earthquake, rain, storm, or cyclone, then the time fixed for completion may be extended for a period equivalent to the time lost by reason of any of the foregoing causes. No such extension shall be made unless a claim therefor is presented in writing to the Contracting Officer within forty-eight hours of the occurrence of such delay. The Contractor shall have no claim against the City for damages on account of such delay. The duration of the extension itself must be certified to by the Contracting Officer.

ADDITIONAL WORK:

(11) (a) The Contractor agrees to perform any work related to the subject matter of the AGREEMENT, but not within the scope of the AGREEMENT and its specifications, upon the written order of the Contracting Officer, the payment for such extra work to be made in accordance with one of the methods set forth in Article 12 of the General Conditions of the Contract for Construction.

(b) The Contracting Officer may make alterations in the line, grade, plan, form, dimensions, or materials of the subject matter of the contract, or any part thereof either before or after commencement of construction. Where such alterations increase the quantity or standard of the work to be done, payment for such increase shall be made in the same way that payment is made for such extra work under (a), above. Where such alterations diminish the quantity or standard of the work to be done, an adjustment shall be made to the benefit of the City based upon the unit prices where used, or where unit prices are not used, as the Contracting Officer shall determine.

EMPLOYMENT:

(12) (a) The Contractor shall employ competent workers, and if notified by the Contracting Officer in writing that any person engaged upon the work is incompetent, unfaithful, disorderly or otherwise unsatisfactory, then such worker shall be discharged from the work.

(b) In the employment of persons, including mechanics, teamsters, chauffeurs and laborers, under this contract, preference shall be given

First: To citizens of the Commonwealth who are residents of the City of Worcester and who have served in the Army or Navy of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates.

Second: To citizens of the Commonwealth who are residents of Worcester and are qualified to perform the work to which the employment relates.

Third: To citizens of the Commonwealth who have served in the Army or Navy of the United States in time of war and have been honorably discharged therefrom or released from active duty therein and who are qualified to perform the work to which the employment relates.

Fourth: To citizens of the Commonwealth generally.

Fifth: To citizens of the United States.

The foregoing provisions shall not apply to those persons employed in a supervisory capacity. In so far as practicable preference is to be given Worcester Truckers in hauling materials.

(c) No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth of Massachusetts in the employ of the Contractor, sub-contractors, or other persons doing or contracting to do the whole or part of the work contemplated by this AGREEMENT, shall be required or permitted to work more than eight hours in any one calendar day; or more than 48 hours in one week, or more than 6 days in any one week in full compliance with provisions of G. L. c. 149, sec. 34, except in cases of emergency.

(d) Every employee in the work covered by this AGREEMENT shall lodge, board and trade where and with whom he elects and neither the Contractor nor his agents or employees shall directly or indirectly require as a condition of employment therein that an employee shall lodge, board or trade at a particular place or with a particular person.

(e) The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements of the Department of Public Health, local health officials or of other appropriate authorities. The maintenance of all sanitary facilities shall be subject to the laws of the Commonwealth and to the rules and regulations of the State Board of Health and of the Commissioner of Public Health for the City of Worcester.

(f) The Contractor shall, before commencing the work, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (Ter. Ed.) to all persons employed under the AGREEMENT, and he shall continue such insurance in force and effect during the term thereof. The City may require the Contractor to deliver certificates of insurance as sufficient proof of compliance with the foregoing. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the AGREEMENT and shall entitle the City to terminate the AGREEMENT without in any way being liable in damages therefor.

(g) The Contractor shall keep a true and accurate register of all mechanics, teamsters, chauffeurs and laborers employed upon the work contemplated by this AGREEMENT, showing the name, address and occupational classification of each such employee, the hours worked by and the wages paid to each such employee, and shall furnish the Massachusetts Attorney General's office, or such other appropriate state official upon request a true statement thereof.

(h) Minimum wage rates under the provisions of General Laws c. 149, section 27, as amended, have been determined by the state Department of Labor and Workforce Development, and the Contractor shall in the payment of wages be bound by them during the life of the AGREEMENT. The applicable schedule of minimum wage rates, as so determined, is incorporated elsewhere within the Contract Documents.

TERMINATION:

(13) (a) If the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of his creditors, or if a receiver of his property shall be appointed, or if the work to be done under the AGREEMENT shall be abandoned, or if the AGREEMENT or any part thereof shall be sublet without the previous written consent of the Contracting Officer, or if the AGREEMENT or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Contracting Officer shall be of the opinion that the work, or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the AGREEMENT, the Contracting Officer, for and in behalf of the City, may notify the Contractor to discontinue all work, or any part thereof; and thereupon the Contractor shall discontinue such work or such part thereof as the Contracting Officer may designate, remove his equipment, tools, supplies and materials as the Contracting Officer directs, and the City may thereupon, by contract or otherwise, as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or any part thereof to the Contractor.

(b) If the Contracting Officer shall certify by written notice to the Contractor that the rate of progress is not satisfactory, the City may, instead of notifying the Contractor to discontinue all of the work or any part thereof, notify him from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required. Unless the Contractor shall, within five days after such notice, increase his force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the work or such part thereof, or until the conditions of the work or such part thereof, or until the conditions as to the rate of progress shall, in the opinion of the Contracting Officer, be fulfilled, the City may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Contracting Officer, be necessary to insure the completion of the work or such part thereof within the time specified or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the Contracting Officer to the Contractor to increase his force, equipment or plant nor the employment of additional force, equipment or plant by the City shall be held to prevent a subsequent notice to the Contractor from the City to discontinue the work under the provisions of the preceding portion of this Article.

(c) All expenses charged under this Article shall be deducted by the City out of moneys then due or to become due the Contractor under this AGREEMENT, or any part thereof. In such accounting, the City shall not be obligated to obtain the lowest figures for the work of completing the AGREEMENT or any part thereof, or for insuring its proper completion, and all sums actually paid by the City shall be charged to the Contractor. If the expense so charged is greater than the sum which would have been payable under the AGREEMENT, if the same had been

completed by the Contractor, then the Contractor shall pay the amount of the excess to the City upon completion of the work and without further demand being made therefor.

(d) The Contractor shall not be relieved of liability to the City by virtue of any termination of this AGREEMENT and any claim for damages against the Contractor relating to the Contractor's performance under this AGREEMENT shall survive any termination hereunder.

GUARANTEES:

(14) (a) The Contractor guarantees the work under this AGREEMENT and the materials furnished by him for use in connection therewith to be free from defects or flaws for one year after the completion of the AGREEMENT. It is expressly understood, however, that this guarantee provision shall not absolve the Contractor from any liability to the City arising out of a failure to substantially comply with the terms of the AGREEMENT.

(b) If at any time within said guaranty period, any part of the work constructed under the terms of this AGREEMENT shall in the opinion of the Contracting Officer require repairing due to defective work or materials furnished by the Contractor he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving him notice thereof and to complete the same to the satisfaction of the Contracting Officer with reasonable dispatch, then the latter may employ other persons to make such repairs. The City shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

INDEMNIFICATION:

(15) (a) The Contractor shall indemnify and save harmless the City of Worcester and all of its officers, agents and employees against all suits, claims or liability of every name, nature, and description arising out of or in consequence of the acts or omissions of this AGREEMENT in the performance of the work covered by the contract and/or his failure to comply with the terms and conditions hereof; and will at his own cost and expense defend any and all such suits and actions.

(b) The Contractor shall bear all losses resulting from the use or storage of explosives and highly inflammable materials and shall save the City harmless from all claims for bodily injuries or death to any person and from all claims for property damage or destruction arising out of the use or storage of explosives and highly inflammable materials.

(c) The Contractor further covenants to hold and save the City, its officers, servants and employees harmless from and against all and every demand or demands, of any nature or kind for or on account of the use of any patented invention, article or appliance included in the materials and equipment agreed to be furnished, supplied or used under this AGREEMENT.

INSURANCE:

(16) (a) The Contractor shall carry public liability insurance so as to save the City harmless from any and all claims for damages arising out of bodily injury to, or death of, any person or persons and for all claims for damages arising out of injury to or destruction of property caused by accidents resulting from the use of implements, equipment or labor used in the performance of the AGREEMENT or from any neglect, default, omission or want of proper care or misconduct on the part of the Contractor or of any one in his employ during the execution of the work. Such insurance shall include coverage for blasting and explosion if explosives are to be used.

(b) The Contractor shall carry any other types of insurance as may be required elsewhere in the Contract Documents. All insurance policies required in the Contract Document shall be provided by companies satisfactory to the City.

(c) Prior to starting work under this AGREEMENT the Contractor shall deposit with the City's Purchasing Division certificates from the insurers to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the City.

(d) Unless greater amounts of insurance coverage are required elsewhere in the Contract Documents, the amounts of such public liability insurance shall not be less than the minimum amounts set forth below:

(i) Commercial General Liability $1,000,000.00 per occurrence / $ 2,000,000.00 aggregate.

(ii) Automotive Liability, for bodily injury & property damage combined single limit of, $ 1,000,000.00 (all owned, hired and non-owned autos).

(iii) Excess / Umbrella Liability – Per Occurrence / Aggregate $ 1,000,000 / $ 1,000,000

(e) Unless greater amounts of insurance coverage are required elsewhere in the Contract Documents, the Contractor shall also carry bodily injury and property damage insurance in amounts not less than those set forth above covering the operation of all motor vehicles owned by the Contractor and engaged in this work.

(f) No cancellation of any insurance whether by the insurer or by insured shall be effective unless written notice thereof is given to the City at least fifteen days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation the Contractor shall take out new insurance to cover the policies so canceled. The Insurance Companies shall remain liable, however, until new and satisfactory insurance policies have been delivered to and accepted by the City.

CONFLICT OF INTEREST

(17) (a) The Contractor warrants that he has complied with all provisions of law regarding the award of this AGREEMENT and that he, or his employees, agents, officers, directors or trustees

have not offered or attempted to offer anything of value to any employee of the City in connection with this AGREEMENT.

(b) The Contractor further warrants that no elected official or employee of the City of Worcester, including unpaid members of the City boards and commissions, serves as an officer, director, trustee or employee of Contractor, and that no elected officials or employees of the City of Worcester have or will have a direct or indirect financial interest in this AGREEMENT.

(c) Violation of this Article shall be material breach of this AGREEMENT and shall be grounds for immediate termination of this AGREEMENT by the City without regard to any enforcement activities undertaken or completed by any enforcement agency.

(d) Termination of this AGREEMENT pursuant to this Article shall not waive any claims for damages that the City may have against the Contractor resulting from Contractor's violation of the terms of this Article.

SEVERABILITY:

(18) If any provision of this AGREEMENT is held invalid by any court or body of competent jurisdiction, the remainder of this AGREEMENT shall remain in full force and effect.

HEADINGS:

(19) The section headings in this AGREEMENT are for convenience and reference only and in no way define or limit the scope or content of this AGREEMENT or in any way affect its provisions.

AMENDMENTS:

(20) This AGREEMENT may be amended or modified only by written instrument duly executed by the parties.

ENTIRE AGREEMENT:
(21) This AGREEMENT contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand and seal, and the City has caused its corporate seal to be hereto affixed and this AGREEMENT to be executed in its name and behalf the day and year first above written.

CITY OF WORCESTER

By:_____
Christopher J. Gagliastro
Purchasing Director

(CONTRACTOR)

By:_____

(Seal)

APPROVED AS TO LEGAL FORM:

By:_____

CERTIFICATION OF FUNDING:

I certify that an appropriation of funds in the amount of this Agreement is contained in account number _____.

By: _____
Robert V. Stearns
City Auditor

APPROVED:

By:_____
Edward M. Augustus, Jr.
City Manager

ARTICLE 106: PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that _____ a corporation duly established by law and having a usual place of business at as PRINCIPAL, and, _____ a corporation organized under the laws of the **(State/Commonwealth)** of _____ and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within the Commonwealth of Massachusetts, in the sum of _____lawful money of the United States of America, to be paid to the City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the City of Worcester, said Agreement being for the _____ in the city of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall pay for all labor performed or furnished and for all materials used or employed or any appliance and equipment used or employed or rented or hired out in the execution of said Agreement and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Agreement that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts General Laws, Chapter 149, Section 29 and Chapter 30, Section 39A as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(Principal) (Seal)

By: _____

(Surety) (Seal)

BY: _____
Attorney-in-Fact

ARTICLE 107: PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that _____ a corporation duly established by law and having a usual place of business at as PRINCIPAL, and _____, a corporation duly established under the laws of the (**Commonwealth/State**) of _____ and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a fidelity and surety company in Massachusetts, as SURETY, are held and firmly bound unto the City of Worcester, a municipal corporation within the Commonwealth of Massachusetts, in the sum of _____ lawful money of the United States of America, to be paid to said City of Worcester, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and said SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas the said PRINCIPAL has entered into an Agreement of even date hereof with the City of Worcester, said Agreement being for the _____ in the city of Worcester, Massachusetts;

NOW THEREFORE, the condition of this obligation is such that if the said PRINCIPAL shall well and faithfully perform all the terms and conditions of said Agreement on its part to be kept and performed as therein stipulated, including guarantee and maintenance provisions therein, and shall pay for all materials furnished and for all labor performed in the execution of said Agreement, and shall indemnify and save harmless the said City of Worcester as therein stipulated, then this obligation shall be of no effect; otherwise it shall remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in any way effect its obligation on this bond; and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of said Agreement, or to the work, or to the specifications.

In the event that the Agreement is abandoned by the Contractor, or is terminated by the City under the provisions thereof, said SURETY hereby further agrees that it shall, if requested in writing by the City, take such action as is necessary to complete said Agreement.

IN TESTIMONY WHEREOF, the PRINCIPAL has hereunto caused its name and seal to be affixed, and the said SURETY has caused its corporate seal to be hereunto affixed by a duly authorized officer thereof and this instrument to be executed and delivered in its name and behalf by its attorney-in-fact, duly authorized by its by-laws and votes, powers of attorney, and letters of appointment and authorization, certificated copies of which documents are annexed to this bond and may be introduced in evidence as if a part hereof.

(PRINCIPAL) (SEAL)

By: _____

(SURETY) (SEAL)

By: _____
Attorney-in-fact

ARTICLE 108 - APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

1.3 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:

a. Contractor's construction schedule.
b. Application for Payment form.
c. List of subcontractors.
d. Schedule of allowances, if any.
e. Schedule of alternates, if any.
f. List products.
g. List of principal suppliers and fabricators.
h. Schedule of submittals.

2. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

3. Sub-Schedules: Where the Work is separated into phases that require separately phased payments, provide sub-schedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Coordinate with the Clerk of the Works for exact breakdown of major categories of work.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of the Architect.
c. Project number.
d. Contractor's name and address.
e. Date of submittal.

2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

a. Generic name.
b. Related Specification Section.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that have affected value.
g. Dollar value to nearest dollar.
h. Percentage of Contract Sum to the nearest percent, adjusted to total 100 percent

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

a. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

7. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders result in a change in the Contract Sum.

1.4 APPLICATIONS FOR PAYMENT:

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment. No exceptions will be made.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit six (6) executed copies of each Application for Payment to the Architect by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including proof of payments (see, 1.4F) and similar attachments, when required.

1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

2. With each requisition, after the first requisition, submit one (1) copy of up-dated as-built drawings for all underground and concealed work, showing locations, depths, or elevations.

F. Proof of Payments: With each Application for Payment, submit proof of payment to every subcontractor and supplier, at each tier, entitled to payment under the previous requisition and periodic payment made by the Owner to the Contractor on behalf of all such entities.

1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers or proof of payments.

3. Proof of Payment Delays: Submit each Application for Payment with the Contractor's proof of payment for the period of construction covered by the Application or it may be returned as incomplete.

a. Submit final Application for Payment with or preceded by final proof of payment for every entity involved with performance of Work covered by the application who could lawfully be entitled to file for direct payment under M.G.L. c. 30, s. 39F, and/or against the Contractor's Labor and Materials Payment Bond.

4. Submit proof of payment in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. List of principal suppliers and fabricators.
3. Schedule of Values.
4. Contractor's Construction Schedule (preliminary, if not final).
5. Schedule of principal products.
6. Submittal Schedule (preliminary, if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from governing authorities for performance of the Work.
11. Initial progress report.
12. Report of pre-construction meeting.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds (if required).
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report, if required.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Administrative actions and submittals that shall proceed or coincide with Application for Payment at Substantial Completion include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.
4. Maintenance instructions.
5. Meter readings.
6. Start-up performance reports.
7. Change over information related to Owner's occupancy, use, operation and maintenance.
8. Final cleaning.
9. Application for reduction of retainage, and consent of surety.
10. Advice on shifting insurance coverages.
11. Final progress photographs.
12. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.
6. Certified property survey.
7. Proof that taxes, fees and similar obligations have been paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish and similar elements.
10. Change of door locks to Owner's access.

ARTICLE 109 - MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections: The following sections contain requirements that relate to this section:

1. Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.

2. Division 1 Section "Application for Payment" for administrative procedures governing applications for payment.

3. Division 1 Section "Product Substitutions" for administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 MINOR CHANGES IN THE WORK

A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect.

1.4 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Proposal requests issued by the Architect are for information only. Do not consider them an instruction either to stop work in progress, or to execute the proposed change.

2. Unless otherwise indicated in the proposal request, within twenty (20) days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.

a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Change Order Proposal Requests: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.

1. Include a statement outlining the 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/or the Contract Time.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

1.5 ALLOWANCES

A. Allowance Adjustment: Base each Change Order Proposal Request for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in the purchase amount only where indicated as part of the allowance.

2. When requested, prepare explanations and documentation to substantiate the margins claimed.

3. The Owner reserves the right to establish the actual quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit, within twenty (20) days of receipt of the change order authorizing work to proceed. Claims submitted later than twenty (20) days will be rejected.

1. The Change Order cost amount shall not include the Contractor's or Subcontractor's indirect expense except when it is clearly demonstrated that either the nature or scope of work required was changed from that which could have been foreseen from information in Contract Documents.

2. No change to the Contractor's indirect expense is permitted for selection of higher or lower priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor.

1.7 OVERHEAD AND PROFIT

A. Overhead and Profit will be as noted elsewhere in these specifications.

B. In reviewing change orders, the Architect will exercise his right to request a complete breakdown from the Contractor showing exact costs for labor and material, as well as delivery slips and invoices from suppliers and other subcontractors.

ARTICLE 110 - PRODUCT SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, are hereby made a part of this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals".

C. Standards: Refer to Section "Reference Standards and Definitions" for applicability of industry standards to products specified.

D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment".

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:

1. Specified options of products and construction methods included in Contract Documents.

2. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Substitution Request Submittal: Requests for substitution will be considered if received within sixty (60) days after commencement of the Work. Requests received more than sixty (60) days after commencement of the Work may be considered or rejected at the discretion of the Architect.

1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate.

a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

b. Samples, where applicable or requested.

c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect, i.e. color, texture, pattern, etc.

d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.

e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

f. Cost information, including a proposal of the net change, if any, in the Contract Sum.

g. Certification by the Contractor that the substitution proposed is equal to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.

3. Architects' Action: Within one (1) week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within two (2) weeks of receipt of the request, or one (1) week of receipt of the additional information or documentation, which ever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order, when a change in contract cost or time is required; or in the form of Architect's supplemental instructions when no change to contract cost or time is required.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record non-compliance with these requirements.

1. Extensive revisions to Contract Documents are not required.

2. Proposed changes are in keeping with the intent of Contract Documents.

3. The request is timely, fully documented and properly submitted.

4. The request is directly related to an "or equal" clause or similar language in the Contract Documents.

5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

6. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

7. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

9. Where a proposed substitution involves more than one prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and to assure compatibility of products.

B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PREVAILING WAGE RATES

&

CERTIFIED PAYROLL REPORTING FORMS

NOTE: **Successful bidder/contractor shall submit the required certified payroll reporting forms on a weekly basis *via email* to:**

certifiedpayrollrecords@worcesterma.gov

City of Worcester – Purchasing Division
City Hall – Room 201
455 Main Street
Worcester, MA 01608

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:	Address:	Phone No.:	Payroll No.:

Employer's Signature:	Title:	Contract No:	Tax Payer ID Number	Work Week Ending:

Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number

General / Prime Contractor's Name:	Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions

Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) / All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E) (B+C+D+E)	Total Hourly Prev. Wage (F) (A x F)	Project Gross Wages / Total Gross Wages	Check No. (H)

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards? YES ☐ NO ☐

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards. No apprentices are identified above ☐

NOTE: Pursuant to MGL c. 149, s. 27B, every contractor and subcontractor is required to submit a **true and accurate** copy of their certified weekly payroll records to the awarding authority by first-class mail or e-mail. In addition, each weekly payroll must be accompanied by a statement of compliance signed by the employer. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.

Date Received by Awarding Authority
/ /

Weekly Workforce Utilization Report Form

Project Name:			Contract No.:		Contract Value:						
Name of General Contractor:			Address:					Tel. No.:			
Name of Contractor Filing Report:			Address:					Tel. No.:			
Week Ending:											
Report by:		Date Work Began:		Final Report?:	Y ☐	N ☐	Date Work Completed:				
Title:		Reporting Date:		Report No.:							

Job Category	Number of Employees	Number of Employees Who Are		Total Weekly Workforce Hours	Total Weekly Workforce		Weekly % Workforce Hours		Total Workforce Hours to	Total Workforce Hours to Date		% of Workforce Hours to Date	
		P.O.C.	Women		P.O.C.	Women	P.O.C.	Women		P.O.C.	Women	P.O.C.	Women
							0%	0%				0%	0%
							0%	0%				0%	0%
							0%	0%				0%	0%
							0%	0%				0%	0%
							0%	0%				0%	0%
							0%	0%				0%	0%
Totals	-	-	-	-	-	-	0%	0%	-	-	-	0%	0%

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20_____

I,_____,_____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by
_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

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

Signature _____

Title _____

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Worcester Purchasing Division

Contract Number: 7478-W1 **City/Town:** WORCESTER

Description of Work: Sewer-Water Main Construction (S20-5) / DPWP - Sewer and water main construction for Phase I of the Hospital Drive project as per requirements and specifications of DPWP

Job Location: Hospital Drive

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.15	$12.91	$13.72	$0.00	$61.78
	12/01/2020	$35.15	$12.91	$14.82	$0.00	$62.88
	06/01/2021	$35.95	$12.91	$14.82	$0.00	$63.68
	08/01/2021	$35.95	$13.41	$14.82	$0.00	$64.18
	12/01/2021	$35.95	$13.41	$16.01	$0.00	$65.37
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.22	$12.91	$13.72	$0.00	$61.85
	12/01/2020	$35.22	$12.91	$14.82	$0.00	$62.95
	06/01/2021	$36.02	$12.91	$14.82	$0.00	$63.75
	08/01/2021	$36.02	$13.41	$14.82	$0.00	$64.25
	12/01/2021	$36.02	$13.41	$16.01	$0.00	$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.34	$12.91	$13.72	$0.00	$61.97
	12/01/2020	$35.34	$12.91	$14.82	$0.00	$63.07
	06/01/2021	$36.14	$12.91	$14.82	$0.00	$63.87
	08/01/2021	$36.14	$13.41	$14.82	$0.00	$64.37
	12/01/2021	$36.14	$13.41	$16.01	$0.00	$65.56
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2020	$103.05	$9.40	$23.12	$0.00	$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.81	$8.60	$15.77	$0.00	$59.18
	12/01/2020	$35.70	$8.60	$15.77	$0.00	$60.07
	06/01/2021	$36.62	$8.60	$15.77	$0.00	$60.99
	12/01/2021	$37.53	$8.60	$15.77	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS WORKER (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)*	06/01/2020	$37.10	$12.80	$9.45	$0.00	$59.35
	12/01/2020	$38.10	$12.80	$9.45	$0.00	$60.35
ASPHALT RAKER *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER *LABORERS - ZONE 2*	06/01/2020	$34.81	$8.60	$15.77	$0.00	$59.18
	12/01/2020	$35.70	$8.60	$15.77	$0.00	$60.07
	06/01/2021	$36.62	$8.60	$15.77	$0.00	$60.99
	12/01/2021	$37.53	$8.60	$15.77	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER *BOILERMAKERS LOCAL 29*	01/01/2020	$46.10	$7.07	$17.98	$0.00	$71.15

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) *BRICKLAYERS LOCAL 3 (WORCESTER)*	08/01/2020	$53.61	$10.75	$21.45	$0.00	$85.81
	02/01/2021	$54.21	$10.75	$21.45	$0.00	$86.41
	08/01/2021	$55.61	$10.75	$21.61	$0.00	$87.97
	02/01/2022	$56.19	$10.75	$21.61	$0.00	$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.81	$10.75	$21.45	$0.00	$59.01
2	60	$32.17	$10.75	$21.45	$0.00	$64.37
3	70	$37.53	$10.75	$21.45	$0.00	$69.73
4	80	$42.89	$10.75	$21.45	$0.00	$75.09
5	90	$48.25	$10.75	$21.45	$0.00	$80.45

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.11	$10.75	$21.45	$0.00	$59.31
2	60	$32.53	$10.75	$21.45	$0.00	$64.73
3	70	$37.95	$10.75	$21.45	$0.00	$70.15
4	80	$43.37	$10.75	$21.45	$0.00	$75.57
5	90	$48.79	$10.75	$21.45	$0.00	$80.99

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$40.30	$8.60	$17.24	$0.00	$66.14
	12/01/2020	$41.28	$8.60	$17.24	$0.00	$67.12
	06/01/2021	$42.30	$8.60	$17.24	$0.00	$68.14
	12/01/2021	$43.31	$8.60	$17.24	$0.00	$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$39.15	$8.60	$17.24	$0.00	$64.99
	12/01/2020	$40.13	$8.60	$17.24	$0.00	$65.97
	06/01/2021	$41.15	$8.60	$17.24	$0.00	$66.99
	12/01/2021	$42.16	$8.60	$17.24	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$39.15	$8.60	$17.24	$0.00	$64.99
	12/01/2020	$40.13	$8.60	$17.24	$0.00	$65.97
	06/01/2021	$41.15	$8.60	$17.24	$0.00	$66.99
	12/01/2021	$42.16	$8.60	$17.24	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER *CARPENTERS -ZONE 2 (Eastern Massachusetts)*	09/01/2020	$42.94	$9.40	$18.95	$0.00	$71.29
	03/01/2021	$43.54	$9.40	$18.95	$0.00	$71.89
	09/01/2021	$44.19	$9.40	$18.95	$0.00	$72.54
	03/01/2022	$44.79	$9.40	$18.95	$0.00	$73.14
	09/01/2022	$45.44	$9.40	$18.95	$0.00	$73.79
	03/01/2023	$46.04	$9.40	$18.95	$0.00	$74.39

Apprentice - *CARPENTER - Zone 2 Eastern MA*

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.47	$9.40	$1.73	$0.00	$32.60
2	60	$25.76	$9.40	$1.73	$0.00	$36.89
3	70	$30.06	$9.40	$13.76	$0.00	$53.22
4	75	$32.21	$9.40	$13.76	$0.00	$55.37
5	80	$34.35	$9.40	$15.49	$0.00	$59.24
6	80	$34.35	$9.40	$15.49	$0.00	$59.24
7	90	$38.65	$9.40	$17.22	$0.00	$65.27
8	90	$38.65	$9.40	$17.22	$0.00	$65.27

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.77	$9.40	$1.73	$0.00	$32.90
2	60	$26.12	$9.40	$1.73	$0.00	$37.25
3	70	$30.48	$9.40	$13.76	$0.00	$53.64
4	75	$32.66	$9.40	$13.76	$0.00	$55.82
5	80	$34.83	$9.40	$15.49	$0.00	$59.72
6	80	$34.83	$9.40	$15.49	$0.00	$59.72
7	90	$39.19	$9.40	$17.22	$0.00	$65.81
8	90	$39.19	$9.40	$17.22	$0.00	$65.81

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $30.45/ 3&4 $36.42/ 5&6 $54.95/ 7&8 $60.97

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME *CARPENTERS-ZONE 3 (Wood Frame)*	04/01/2020	$22.66	$7.21	$4.80	$0.00	$34.67
	04/01/2021	$23.16	$7.21	$4.80	$0.00	$35.17
	04/01/2022	$23.66	$7.21	$4.80	$0.00	$35.67
	04/01/2023	$24.16	$7.21	$4.80	$0.00	$36.17

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *CARPENTER (Wood Frame) - Zone 3*

Effective Date - 04/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$13.60	$7.21	$0.00	$0.00	$20.81
2	60	$13.60	$7.21	$0.00	$0.00	$20.81
3	65	$14.73	$7.21	$0.00	$0.00	$21.94
4	70	$15.86	$7.21	$0.00	$0.00	$23.07
5	75	$17.00	$7.21	$3.80	$0.00	$28.01
6	80	$18.13	$7.21	$3.80	$0.00	$29.14
7	85	$19.26	$7.21	$3.80	$0.00	$30.27
8	90	$20.39	$7.21	$3.80	$0.00	$31.40

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$13.90	$7.21	$0.00	$0.00	$21.11
2	60	$13.90	$7.21	$0.00	$0.00	$21.11
3	65	$15.05	$7.21	$0.00	$0.00	$22.26
4	70	$16.21	$7.21	$0.00	$0.00	$23.42
5	75	$17.37	$7.21	$3.80	$0.00	$28.38
6	80	$18.53	$7.21	$3.80	$0.00	$29.54
7	85	$19.69	$7.21	$3.80	$0.00	$30.70
8	90	$20.84	$7.21	$3.80	$0.00	$31.85

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 $17.41/ 3&4 $19.67/ 5&6 $26.87/ 7&8 $29.14

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING *BRICKLAYERS LOCAL 3 (WORCESTER)*	01/01/2020	$47.14	$12.75	$22.41	$0.62	$82.92

Apprentice - *CEMENT MASONRY/PLASTERING - Worcester*

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.57	$12.75	$15.41	$0.00	$51.73
2	60	$28.28	$12.75	$17.41	$0.62	$59.06
3	65	$30.64	$12.75	$18.41	$0.62	$62.42
4	70	$33.00	$12.75	$19.41	$0.62	$65.78
5	75	$35.36	$12.75	$20.41	$0.62	$69.14
6	80	$37.71	$12.75	$21.41	$0.62	$72.49
7	90	$42.43	$12.75	$22.41	$0.62	$78.21

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$50.33	$13.00	$15.70	$0.00	$79.03
	12/01/2020	$51.48	$13.00	$15.70	$0.00	$80.18
	06/01/2021	$52.58	$13.00	$15.70	$0.00	$81.28
	12/01/2021	$53.73	$13.00	$15.70	$0.00	$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$32.72	$13.00	$15.70	$0.00	$61.42
	12/01/2020	$33.50	$13.00	$15.70	$0.00	$62.20
	06/01/2021	$34.25	$13.00	$15.70	$0.00	$62.95
	12/01/2021	$35.04	$13.00	$15.70	$0.00	$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2020	$51.51	$8.25	$22.40	$0.00	$82.16
	01/01/2021	$52.06	$8.25	$22.75	$0.00	$83.06

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.76	$8.25	$0.00	$0.00	$34.01
2	55	$28.33	$8.25	$6.05	$0.00	$42.63
3	60	$30.91	$8.25	$6.60	$0.00	$45.76
4	65	$33.48	$8.25	$7.15	$0.00	$48.88
5	70	$36.06	$8.25	$19.10	$0.00	$63.41
6	75	$38.63	$8.25	$19.65	$0.00	$66.53
7	80	$41.21	$8.25	$20.20	$0.00	$69.66
8	90	$46.36	$8.25	$21.30	$0.00	$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.03	$8.25	$0.00	$0.00	$34.28
2	55	$28.63	$8.25	$6.16	$0.00	$43.04
3	60	$31.24	$8.25	$6.72	$0.00	$46.21
4	65	$33.84	$8.25	$7.28	$0.00	$49.37
5	70	$36.44	$8.25	$19.39	$0.00	$64.08
6	75	$39.05	$8.25	$19.95	$0.00	$67.25
7	80	$41.65	$8.25	$20.51	$0.00	$70.41
8	90	$46.85	$8.25	$21.63	$0.00	$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$39.30	$8.10	$16.60	$0.00	$64.00
DEMO: BACKHOE/LOADER/HAMMER OPERATOR *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$40.30	$8.10	$16.60	$0.00	$65.00
DEMO: BURNERS *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$40.05	$8.10	$16.60	$0.00	$64.75
DEMO: CONCRETE CUTTER/SAWYER *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$40.30	$8.10	$16.60	$0.00	$65.00
DEMO: JACKHAMMER OPERATOR *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$40.05	$8.10	$16.60	$0.00	$64.75
DEMO: WRECKING LABORER *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2019	$39.30	$8.10	$16.60	$0.00	$64.00
DIRECTIONAL DRILL MACHINE OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 2)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	$68.70	$9.40	$23.12	$0.00	$101.22
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 2)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	$49.07	$9.40	$23.12	$0.00	$81.59
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	$73.60	$9.40	$23.12	$0.00	$106.12
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 2)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	$103.05	$9.40	$23.12	$0.00	$135.57
DRAWBRIDGE OPERATOR (Construction) *DRAWBRIDGE - SEIU LOCAL 888*	07/01/2020	$26.77	$6.67	$3.93	$0.16	$37.53
ELECTRICIAN *ELECTRICIANS LOCAL 96*	09/06/2020	$44.42	$11.13	$17.34	$0.00	$72.89
	09/05/2021	$45.01	$11.57	$17.42	$0.00	$74.00
	09/04/2022	$45.59	$12.20	$17.50	$0.00	$75.29

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ELECTRICIAN - Local 96*

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$17.77	$11.13	$0.53	$0.00	$29.43
2	43	$19.10	$11.13	$0.57	$0.00	$30.80
3	48	$21.32	$11.13	$14.11	$0.00	$46.56
4	55	$24.43	$11.13	$14.54	$0.00	$50.10
5	65	$28.87	$11.13	$15.17	$0.00	$55.17
6	80	$35.54	$11.13	$16.10	$0.00	$62.77

Notes:

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR *ELEVATOR CONSTRUCTORS LOCAL 41*	01/01/2020	$54.85	$15.73	$18.41	$0.00	$88.99
	01/01/2021	$56.69	$15.88	$19.31	$0.00	$91.88
	01/01/2022	$58.62	$16.03	$20.21	$0.00	$94.86

Apprentice - *ELEVATOR CONSTRUCTOR - Local 41*

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.43	$15.73	$0.00	$0.00	$43.16
2	55	$30.17	$15.73	$18.41	$0.00	$64.31
3	65	$35.65	$15.73	$18.41	$0.00	$69.79
4	70	$38.40	$15.73	$18.41	$0.00	$72.54
5	80	$43.88	$15.73	$18.41	$0.00	$78.02

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$28.35	$15.88	$0.00	$0.00	$44.23
2	55	$31.18	$15.88	$19.31	$0.00	$66.37
3	65	$36.85	$15.88	$19.31	$0.00	$72.04
4	70	$39.68	$15.88	$19.31	$0.00	$74.87
5	80	$45.35	$15.88	$19.31	$0.00	$80.54

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER *ELEVATOR CONSTRUCTORS LOCAL 41*	01/01/2020	$38.40	$15.73	$18.41	$0.00	$72.54
	01/01/2021	$39.68	$15.88	$19.31	$0.00	$74.87
	01/01/2022	$41.03	$16.03	$20.21	$0.00	$77.27

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2020	$44.73	$12.50	$15.70	$0.00	$72.93
	11/01/2020	$45.73	$12.50	$15.70	$0.00	$73.93
	05/01/2021	$46.88	$12.50	$15.70	$0.00	$75.08
	11/01/2021	$47.88	$12.50	$15.70	$0.00	$76.08
	05/01/2022	$49.03	$12.50	$15.70	$0.00	$77.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2020	$46.23	$12.50	$15.70	$0.00	$74.43
	11/01/2020	$47.24	$12.50	$15.70	$0.00	$75.44
	05/01/2021	$48.40	$12.50	$15.70	$0.00	$76.60
	11/01/2021	$49.41	$12.50	$15.70	$0.00	$77.61
	05/01/2022	$50.57	$12.50	$15.70	$0.00	$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY *OPERATING ENGINEERS LOCAL 4*	05/01/2020	$22.64	$12.50	$15.70	$0.00	$50.84
	11/01/2020	$23.23	$12.50	$15.70	$0.00	$51.43
	05/01/2021	$23.91	$12.50	$15.70	$0.00	$52.11
	11/01/2021	$24.51	$12.50	$15.70	$0.00	$52.71
	05/01/2022	$25.18	$12.50	$15.70	$0.00	$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER *ELECTRICIANS LOCAL 96*	09/06/2020	$44.42	$11.13	$17.34	$0.00	$72.89
	09/05/2021	$45.01	$11.57	$17.42	$0.00	$74.00
	09/04/2022	$45.59	$12.20	$17.50	$0.00	$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING *ELECTRICIANS LOCAL 96*	09/06/2020	$44.42	$11.13	$17.34	$0.00	$72.89
	09/05/2021	$45.01	$11.57	$17.42	$0.00	$74.00
	09/04/2022	$45.59	$12.20	$17.50	$0.00	$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$40.30	$13.00	$15.70	$0.00	$69.00
	12/01/2020	$41.25	$13.00	$15.70	$0.00	$69.95
	06/01/2021	$42.16	$13.00	$15.70	$0.00	$70.86
	12/01/2021	$43.11	$13.00	$15.70	$0.00	$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER *LABORERS - ZONE 2*	06/01/2020	$23.50	$8.60	$15.77	$0.00	$47.87
	12/01/2020	$24.50	$8.60	$15.77	$0.00	$48.87
	06/01/2021	$24.50	$8.60	$15.77	$0.00	$48.87
	12/01/2021	$24.50	$8.60	$15.77	$0.00	$48.87
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER *FLOORCOVERERS LOCAL 2168 ZONE II*	09/01/2020	$45.48	$9.40	$19.25	$0.00	$74.13
	03/01/2021	$46.28	$9.40	$19.25	$0.00	$74.93
	09/01/2021	$47.08	$9.40	$19.25	$0.00	$75.73
	03/01/2022	$47.88	$9.40	$19.25	$0.00	$76.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *FLOORCOVERER - Local 2168 Zone II*

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.74	$9.40	$1.79	$0.00	$33.93
2	55	$25.01	$9.40	$1.79	$0.00	$36.20
3	60	$27.29	$9.40	$13.88	$0.00	$50.57
4	65	$29.56	$9.40	$13.88	$0.00	$52.84
5	70	$31.84	$9.40	$15.67	$0.00	$56.91
6	75	$34.11	$9.40	$15.67	$0.00	$59.18
7	80	$36.38	$9.40	$17.46	$0.00	$63.24
8	85	$38.66	$9.40	$17.46	$0.00	$65.52

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.14	$9.40	$1.79	$0.00	$34.33
2	55	$25.45	$9.40	$1.79	$0.00	$36.64
3	60	$27.77	$9.40	$13.88	$0.00	$51.05
4	65	$30.08	$9.40	$13.88	$0.00	$53.36
5	70	$32.40	$9.40	$15.67	$0.00	$57.47
6	75	$34.71	$9.40	$15.67	$0.00	$59.78
7	80	$37.02	$9.40	$17.46	$0.00	$63.88
8	85	$39.34	$9.40	$17.46	$0.00	$66.20

Notes: Steps are 750 hrs.
% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 $31.66/ 3&4 $37.93/ 5&6 $56.91/ 7&8 $63.24

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$32.72	$13.00	$15.70	$0.00	$61.42
	12/01/2020	$33.50	$13.00	$15.70	$0.00	$62.20
	06/01/2021	$34.25	$13.00	$15.70	$0.00	$62.95
	12/01/2021	$35.04	$13.00	$15.70	$0.00	$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) *GLAZIERS LOCAL 35 (ZONE 2)*	07/01/2020	$41.01	$8.25	$22.40	$0.00	$71.66
	01/01/2021	$41.56	$8.25	$22.75	$0.00	$72.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.51	$8.25	$0.00	$0.00	$28.76
2	55	$22.56	$8.25	$6.05	$0.00	$36.86
3	60	$24.61	$8.25	$6.60	$0.00	$39.46
4	65	$26.66	$8.25	$7.15	$0.00	$42.06
5	70	$28.71	$8.25	$19.10	$0.00	$56.06
6	75	$30.76	$8.25	$19.65	$0.00	$58.66
7	80	$32.81	$8.25	$20.20	$0.00	$61.26
8	90	$36.91	$8.25	$21.30	$0.00	$66.46

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.78	$8.25	$0.00	$0.00	$29.03
2	55	$22.86	$8.25	$6.16	$0.00	$37.27
3	60	$24.94	$8.25	$6.72	$0.00	$39.91
4	65	$27.01	$8.25	$7.28	$0.00	$42.54
5	70	$29.09	$8.25	$19.39	$0.00	$56.73
6	75	$31.17	$8.25	$19.95	$0.00	$59.37
7	80	$33.25	$8.25	$20.51	$0.00	$62.01
8	90	$37.40	$8.25	$21.63	$0.00	$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$27.13	$13.00	$0.00	$0.00	$40.13
2	60	$29.60	$13.00	$15.70	$0.00	$58.30
3	65	$32.06	$13.00	$15.70	$0.00	$60.76
4	70	$34.53	$13.00	$15.70	$0.00	$63.23
5	75	$37.00	$13.00	$15.70	$0.00	$65.70
6	80	$39.46	$13.00	$15.70	$0.00	$68.16
7	85	$41.93	$13.00	$15.70	$0.00	$70.63
8	90	$44.40	$13.00	$15.70	$0.00	$73.10

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$27.76	$13.00	$0.00	$0.00	$40.76
2	60	$30.29	$13.00	$15.70	$0.00	$58.99
3	65	$32.81	$13.00	$15.70	$0.00	$61.51
4	70	$35.34	$13.00	$15.70	$0.00	$64.04
5	75	$37.86	$13.00	$15.70	$0.00	$66.56
6	80	$40.38	$13.00	$15.70	$0.00	$69.08
7	85	$42.91	$13.00	$15.70	$0.00	$71.61
8	90	$45.43	$13.00	$15.70	$0.00	$74.13

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) *SHEETMETAL WORKERS LOCAL 63*	01/01/2020	$36.99	$10.64	$16.22	$1.77	$65.62
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) *ELECTRICIANS LOCAL 96*	09/06/2020	$44.42	$11.13	$17.34	$0.00	$72.89
	09/05/2021	$45.01	$11.57	$17.42	$0.00	$74.00
	09/04/2022	$45.59	$12.20	$17.50	$0.00	$75.29
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) *SHEETMETAL WORKERS LOCAL 63*	01/01/2020	$36.99	$10.64	$16.22	$1.77	$65.62
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) *PLUMBERS LOCAL 4*	09/01/2020	$46.91	$9.80	$15.71	$0.00	$72.42
	03/01/2021	$47.91	$9.80	$15.71	$0.00	$73.42
	09/01/2021	$48.91	$9.80	$15.71	$0.00	$74.42
	03/01/2022	$49.91	$9.80	$15.71	$0.00	$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC *PLUMBERS LOCAL 4*	09/01/2020	$46.91	$9.80	$15.71	$0.00	$72.42
	03/01/2021	$47.91	$9.80	$15.71	$0.00	$73.42
	09/01/2021	$48.91	$9.80	$15.71	$0.00	$74.42
	03/01/2022	$49.91	$9.80	$15.71	$0.00	$75.42

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS *LABORERS - ZONE 2*	06/01/2020	$34.81	$8.60	$15.77	$0.00	$59.18
	12/01/2020	$35.70	$8.60	$15.77	$0.00	$60.07
	06/01/2021	$36.62	$8.60	$15.77	$0.00	$60.99
	12/01/2021	$37.53	$8.60	$15.77	$0.00	$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) *HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)*	09/01/2020	$44.10	$13.80	$17.14	$0.00	$75.04
	09/01/2021	$46.50	$13.80	$17.14	$0.00	$77.44
	09/01/2022	$48.95	$13.80	$17.14	$0.00	$79.89

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

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$22.05	$13.80	$12.42	$0.00	$48.27
2	60	$26.46	$13.80	$13.36	$0.00	$53.62
3	70	$30.87	$13.80	$14.31	$0.00	$58.98
4	80	$35.28	$13.80	$15.25	$0.00	$64.33

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.25	$13.80	$12.42	$0.00	$49.47
2	60	$27.90	$13.80	$13.36	$0.00	$55.06
3	70	$32.55	$13.80	$14.31	$0.00	$60.66
4	80	$37.20	$13.80	$15.25	$0.00	$66.25

Notes:
Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER *IRONWORKERS LOCAL 7 (WORCESTER AREA)*	03/16/2019	$46.36	$8.00	$23.50	$0.00	$77.86

Apprentice - *IRONWORKER - Local 7 Worcester*

Effective Date - 03/16/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$27.82	$8.00	$23.50	$0.00	$59.32
2	70	$32.45	$8.00	$23.50	$0.00	$63.95
3	75	$34.77	$8.00	$23.50	$0.00	$66.27
4	80	$37.09	$8.00	$23.50	$0.00	$68.59
5	85	$39.41	$8.00	$23.50	$0.00	$70.91
6	90	$41.72	$8.00	$23.50	$0.00	$73.22

Notes:
Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15

Apprentice - *LABORER - Zone 2*

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$20.44	$8.60	$15.77	$0.00	$44.81
2	70	$23.84	$8.60	$15.77	$0.00	$48.21
3	80	$27.25	$8.60	$15.77	$0.00	$51.62
4	90	$30.65	$8.60	$15.77	$0.00	$55.02

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$20.97	$8.60	$15.77	$0.00	$45.34
2	70	$24.47	$8.60	$15.77	$0.00	$48.84
3	80	$27.96	$8.60	$15.77	$0.00	$52.33
4	90	$31.46	$8.60	$15.77	$0.00	$55.83

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER *LABORERS - ZONE 2*	06/01/2020	$34.15	$8.60	$15.83	$0.00	$58.58
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MULTI-TRADE TENDER *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2020	$42.57	$10.75	$20.27	$0.00	$73.59
	02/01/2021	$43.08	$10.75	$20.27	$0.00	$74.10
	08/01/2021	$44.20	$10.75	$20.43	$0.00	$75.38
	02/01/2022	$44.67	$10.75	$20.43	$0.00	$75.85

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

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.29	$10.75	$20.27	$0.00	$52.31
2	60	$25.54	$10.75	$20.27	$0.00	$56.56
3	70	$29.80	$10.75	$20.27	$0.00	$60.82
4	80	$34.06	$10.75	$20.27	$0.00	$65.08
5	90	$38.31	$10.75	$20.27	$0.00	$69.33

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.54	$10.75	$20.27	$0.00	$52.56
2	60	$25.85	$10.75	$20.27	$0.00	$56.87
3	70	$30.16	$10.75	$20.27	$0.00	$61.18
4	80	$34.46	$10.75	$20.27	$0.00	$65.48
5	90	$38.77	$10.75	$20.27	$0.00	$69.79

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2020	$55.77	$10.75	$22.08	$0.00	$88.60
	02/01/2021	$56.41	$10.75	$22.08	$0.00	$89.24
	08/01/2021	$57.81	$10.75	$22.24	$0.00	$90.80
	02/01/2022	$58.38	$10.75	$22.24	$0.00	$91.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.89	$10.75	$22.08	$0.00	$60.72
2	60	$33.46	$10.75	$22.08	$0.00	$66.29
3	70	$39.04	$10.75	$22.08	$0.00	$71.87
4	80	$44.62	$10.75	$22.08	$0.00	$77.45
5	90	$50.19	$10.75	$22.08	$0.00	$83.02

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$28.21	$10.75	$22.08	$0.00	$61.04
2	60	$33.85	$10.75	$22.08	$0.00	$66.68
3	70	$39.49	$10.75	$22.08	$0.00	$72.32
4	80	$45.13	$10.75	$22.08	$0.00	$77.96
5	90	$50.77	$10.75	$22.08	$0.00	$83.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) *MILLWRIGHTS LOCAL 1121 - Zone 3*	04/01/2019	$37.11	$9.90	$18.50	$0.00	$65.51

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *MILLWRIGHT - Local 1121 Zone 3*

Effective Date - 04/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$20.41	$9.90	$5.31	$0.00	$35.62
2	65	$24.12	$9.90	$15.13	$0.00	$49.15
3	75	$27.83	$9.90	$16.10	$0.00	$53.83
4	85	$31.54	$9.90	$17.06	$0.00	$58.50

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$23.13	$13.00	$15.70	$0.00	$51.83
	12/01/2020	$23.70	$13.00	$15.70	$0.00	$52.40
	06/01/2021	$24.25	$13.00	$15.70	$0.00	$52.95
	12/01/2021	$24.83	$13.00	$15.70	$0.00	$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$27.79	$13.00	$15.70	$0.00	$56.49
	12/01/2020	$28.47	$13.00	$15.70	$0.00	$57.17
	06/01/2021	$29.11	$13.00	$15.70	$0.00	$57.81
	12/01/2021	$29.79	$13.00	$15.70	$0.00	$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2020	$51.51	$8.25	$22.40	$0.00	$82.16
	01/01/2021	$52.06	$8.25	$22.75	$0.00	$83.06

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 - BRIDGES/TANKS*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$25.76	$8.25	$0.00	$0.00	$34.01
2	55	$28.33	$8.25	$6.05	$0.00	$42.63
3	60	$30.91	$8.25	$6.60	$0.00	$45.76
4	65	$33.48	$8.25	$7.15	$0.00	$48.88
5	70	$36.06	$8.25	$19.10	$0.00	$63.41
6	75	$38.63	$8.25	$19.65	$0.00	$66.53
7	80	$41.21	$8.25	$20.20	$0.00	$69.66
8	90	$46.36	$8.25	$21.30	$0.00	$75.91

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$26.03	$8.25	$0.00	$0.00	$34.28
2	55	$28.63	$8.25	$6.16	$0.00	$43.04
3	60	$31.24	$8.25	$6.72	$0.00	$46.21
4	65	$33.84	$8.25	$7.28	$0.00	$49.37
5	70	$36.44	$8.25	$19.39	$0.00	$64.08
6	75	$39.05	$8.25	$19.95	$0.00	$67.25
7	80	$41.65	$8.25	$20.51	$0.00	$70.41
8	90	$46.85	$8.25	$21.63	$0.00	$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2020	$41.21	$8.25	$22.40	$0.00	$71.86
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	01/01/2021	$42.96	$8.25	$22.75	$0.00	$73.96

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - New*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.61	$8.25	$0.00	$0.00	$28.86
2	55	$22.67	$8.25	$6.05	$0.00	$36.97
3	60	$24.73	$8.25	$6.60	$0.00	$39.58
4	65	$26.79	$8.25	$7.15	$0.00	$42.19
5	70	$28.85	$8.25	$19.10	$0.00	$56.20
6	75	$30.91	$8.25	$19.65	$0.00	$58.81
7	80	$32.97	$8.25	$20.20	$0.00	$61.42
8	90	$37.09	$8.25	$21.30	$0.00	$66.64

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$21.48	$8.25	$0.00	$0.00	$29.73
2	55	$23.63	$8.25	$6.16	$0.00	$38.04
3	60	$25.78	$8.25	$6.72	$0.00	$40.75
4	65	$27.92	$8.25	$7.28	$0.00	$43.45
5	70	$30.07	$8.25	$19.39	$0.00	$57.71
6	75	$32.22	$8.25	$19.95	$0.00	$60.42
7	80	$34.37	$8.25	$20.51	$0.00	$63.13
8	90	$38.66	$8.25	$21.63	$0.00	$68.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2020	$40.47	$8.25	$22.40	$0.00	$71.12
	01/01/2021	$41.02	$8.25	$22.75	$0.00	$72.02

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.24	$8.25	$0.00	$0.00	$28.49
2	55	$22.26	$8.25	$6.05	$0.00	$36.56
3	60	$24.28	$8.25	$6.60	$0.00	$39.13
4	65	$26.31	$8.25	$7.15	$0.00	$41.71
5	70	$28.33	$8.25	$19.10	$0.00	$55.68
6	75	$30.35	$8.25	$19.65	$0.00	$58.25
7	80	$32.38	$8.25	$20.20	$0.00	$60.83
8	90	$36.42	$8.25	$21.30	$0.00	$65.97

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.51	$8.25	$0.00	$0.00	$28.76
2	55	$22.56	$8.25	$6.16	$0.00	$36.97
3	60	$24.61	$8.25	$6.72	$0.00	$39.58
4	65	$26.66	$8.25	$7.28	$0.00	$42.19
5	70	$28.71	$8.25	$19.39	$0.00	$56.35
6	75	$30.77	$8.25	$19.95	$0.00	$58.97
7	80	$32.82	$8.25	$20.51	$0.00	$61.58
8	90	$36.92	$8.25	$21.63	$0.00	$66.80

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS) *LABORERS - ZONE 2*	06/01/2020	$34.06	$8.60	$15.77	$0.00	$58.43
	12/01/2020	$34.95	$8.60	$15.77	$0.00	$59.32
	06/01/2021	$35.87	$8.60	$15.77	$0.00	$60.24
	12/01/2021	$36.78	$8.60	$15.77	$0.00	$61.15
For Apprentice rates see "Apprentice- LABORER"						
PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.*PAINTERS LOCAL 35 - ZONE 2*	07/01/2020	$41.01	$8.25	$22.40	$0.00	$71.66
	01/01/2021	$41.56	$8.25	$22.75	$0.00	$72.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER - Local 35 Zone 2 - BRUSH NEW*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.51	$8.25	$0.00	$0.00	$28.76
2	55	$22.56	$8.25	$6.05	$0.00	$36.86
3	60	$24.61	$8.25	$6.60	$0.00	$39.46
4	65	$26.66	$8.25	$7.15	$0.00	$42.06
5	70	$28.71	$8.25	$19.10	$0.00	$56.06
6	75	$30.76	$8.25	$19.65	$0.00	$58.66
7	80	$32.81	$8.25	$20.20	$0.00	$61.26
8	90	$36.91	$8.25	$21.30	$0.00	$66.46

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$20.78	$8.25	$0.00	$0.00	$29.03
2	55	$22.86	$8.25	$6.16	$0.00	$37.27
3	60	$24.94	$8.25	$6.72	$0.00	$39.91
4	65	$27.01	$8.25	$7.28	$0.00	$42.54
5	70	$29.09	$8.25	$19.39	$0.00	$56.73
6	75	$31.17	$8.25	$19.95	$0.00	$59.37
7	80	$33.25	$8.25	$20.51	$0.00	$62.01
8	90	$37.40	$8.25	$21.63	$0.00	$67.28

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) *PAINTERS LOCAL 35 - ZONE 2*	07/01/2020	$39.07	$8.25	$22.40	$0.00	$69.72
	01/01/2021	$39.62	$8.25	$22.75	$0.00	$70.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PAINTER Local 35 Zone 2 - BRUSH REPAINT*

Effective Date - 07/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.54	$8.25	$0.00	$0.00	$27.79
2	55	$21.49	$8.25	$6.05	$0.00	$35.79
3	60	$23.44	$8.25	$6.60	$0.00	$38.29
4	65	$25.40	$8.25	$7.15	$0.00	$40.80
5	70	$27.35	$8.25	$19.10	$0.00	$54.70
6	75	$29.30	$8.25	$19.65	$0.00	$57.20
7	80	$31.26	$8.25	$20.20	$0.00	$59.71
8	90	$35.16	$8.25	$21.30	$0.00	$64.71

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$19.81	$8.25	$0.00	$0.00	$28.06
2	55	$21.79	$8.25	$6.16	$0.00	$36.20
3	60	$23.77	$8.25	$6.72	$0.00	$38.74
4	65	$25.75	$8.25	$7.28	$0.00	$41.28
5	70	$27.73	$8.25	$19.39	$0.00	$55.37
6	75	$29.72	$8.25	$19.95	$0.00	$57.92
7	80	$31.70	$8.25	$20.51	$0.00	$60.46
8	90	$35.66	$8.25	$21.63	$0.00	$65.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$34.98	$12.91	$13.72	$0.00	$61.61
	12/01/2020	$34.98	$12.91	$14.82	$0.00	$62.71
	06/01/2021	$35.78	$12.91	$14.82	$0.00	$63.51
	08/01/2021	$35.78	$13.41	$14.82	$0.00	$64.01
	12/01/2021	$35.78	$13.41	$16.01	$0.00	$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) *PILE DRIVER LOCAL 56 (ZONE 2)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	$46.11	$9.40	$23.12	$0.00	$78.63
PILE DRIVER *PILE DRIVER LOCAL 56 (ZONE 2)*	08/01/2020	$46.11	$9.40	$23.12	$0.00	$78.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *PILE DRIVER - Local 56 Zone 2*

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	$0.00	$0.00	$0.00	$0.00	$0.00

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1$57.06/2$61.96/3$66.87/4$69.32/5$71.78/6$71.78/7$76.68/8$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBER & PIPEFITTER *PLUMBERS LOCAL 4*	09/01/2020	$46.91	$9.80	$15.71	$0.00	$72.42
	03/01/2021	$47.91	$9.80	$15.71	$0.00	$73.42
	09/01/2021	$48.91	$9.80	$15.71	$0.00	$74.42
	03/01/2022	$49.91	$9.80	$15.71	$0.00	$75.42

Apprentice - *PLUMBER/PIPEFITTER - Local 4*

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$18.76	$9.80	$0.00	$0.00	$28.56
2	50	$23.46	$9.80	$0.00	$0.00	$33.26
3	60	$28.15	$9.80	$0.00	$0.00	$37.95
4	70	$32.84	$9.80	$6.00	$0.00	$48.64
5	80	$37.53	$9.80	$6.00	$0.00	$53.33

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	$19.16	$9.80	$0.00	$0.00	$28.96
2	50	$23.96	$9.80	$0.00	$0.00	$33.76
3	60	$28.75	$9.80	$0.00	$0.00	$38.55
4	70	$33.54	$9.80	$6.00	$0.00	$49.34
5	80	$38.33	$9.80	$6.00	$0.00	$54.13

Notes:
Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85%
Step 4 w/lic $50.98, Step 5 w/lic $55.67

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.) *PLUMBERS LOCAL 4*	09/01/2020	$46.91	$9.80	$15.71	$0.00	$72.42
	03/01/2021	$47.91	$9.80	$15.71	$0.00	$73.42
	09/01/2021	$48.91	$9.80	$15.71	$0.00	$74.42
	03/01/2022	$49.91	$9.80	$15.71	$0.00	$75.42

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER *LABORERS - ZONE 2*	06/01/2020	$35.06	$8.60	$15.77	$0.00	$59.43
	12/01/2020	$35.95	$8.60	$15.77	$0.00	$60.32
	06/01/2021	$36.87	$8.60	$15.77	$0.00	$61.24
	12/01/2021	$37.78	$8.60	$15.77	$0.00	$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$32.72	$13.00	$15.70	$0.00	$61.42
	12/01/2020	$33.50	$13.00	$15.70	$0.00	$62.20
	06/01/2021	$34.25	$13.00	$15.70	$0.00	$62.95
	12/01/2021	$35.04	$13.00	$15.70	$0.00	$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER *TEAMSTERS 170 - Dauphinais (Bellingham)*	01/01/2020	$24.00	$11.01	$2.50	$0.00	$37.51
RECLAIMERS *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) *ROOFERS LOCAL 33*	08/01/2020	$46.60	$11.75	$16.15	$0.00	$74.50
	02/01/2021	$48.03	$11.75	$16.15	$0.00	$75.93
	08/01/2021	$49.46	$11.75	$16.15	$0.00	$77.36
	02/01/2022	$50.89	$11.75	$16.15	$0.00	$78.79

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *ROOFER - Local 33*

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$23.30	$11.75	$3.81	$0.00	$38.86
2	60	$27.96	$11.75	$16.15	$0.00	$55.86
3	65	$30.29	$11.75	$16.15	$0.00	$58.19
4	75	$34.95	$11.75	$16.15	$0.00	$62.85
5	85	$39.61	$11.75	$16.15	$0.00	$67.51

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$24.02	$11.75	$3.81	$0.00	$39.58
2	60	$28.82	$11.75	$16.15	$0.00	$56.72
3	65	$31.22	$11.75	$16.15	$0.00	$59.12
4	75	$36.02	$11.75	$16.15	$0.00	$63.92
5	85	$40.83	$11.75	$16.15	$0.00	$68.73

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

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE *ROOFERS LOCAL 33*	08/01/2020	$46.85	$11.75	$16.15	$0.00	$74.75
	02/01/2021	$48.28	$11.75	$16.15	$0.00	$76.18
	08/01/2021	$49.71	$11.75	$16.15	$0.00	$77.61
	02/01/2022	$51.14	$11.75	$16.15	$0.00	$79.04
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER *SHEETMETAL WORKERS LOCAL 63*	01/01/2020	$36.99	$10.64	$16.22	$1.77	$65.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SHEET METAL WORKER - Local 63*

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$16.65	$6.21	$4.67	$0.00	$27.53
2	50	$18.50	$6.55	$5.19	$0.00	$30.24
3	55	$20.34	$6.88	$9.33	$1.08	$37.63
4	60	$22.19	$7.22	$9.33	$1.14	$39.88
5	65	$24.04	$7.55	$9.33	$1.20	$42.12
6	70	$25.89	$7.88	$9.33	$1.27	$44.37
7	75	$27.74	$8.22	$9.33	$1.33	$46.62
8	80	$29.59	$9.30	$15.18	$1.59	$55.66
9	85	$31.44	$9.64	$15.18	$1.66	$57.92
10	90	$33.29	$9.98	$15.18	$1.72	$60.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.44	$12.91	$13.72	$0.00	$62.07
	12/01/2020	$35.44	$12.91	$14.82	$0.00	$63.17
	06/01/2021	$36.24	$12.91	$14.82	$0.00	$63.97
	08/01/2021	$36.24	$13.41	$14.82	$0.00	$64.47
	12/01/2021	$36.24	$13.41	$16.01	$0.00	$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.73	$12.91	$13.72	$0.00	$62.36
	12/01/2020	$35.73	$12.91	$14.82	$0.00	$63.46
	06/01/2021	$36.53	$12.91	$14.82	$0.00	$64.26
	08/01/2021	$36.53	$13.41	$14.82	$0.00	$64.76
	12/01/2021	$36.53	$13.41	$16.01	$0.00	$65.95
SPRINKLER FITTER *SPRINKLER FITTERS LOCAL 669*	01/01/2019	$41.51	$10.02	$13.08	$0.00	$64.61

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 01/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	$18.68	$7.75	$0.00	$0.00	$26.43
2	50	$20.76	$7.75	$0.00	$0.00	$28.51
3	55	$22.83	$10.02	$7.25	$0.00	$40.10
4	60	$24.91	$10.02	$7.25	$0.00	$42.18
5	65	$26.98	$10.02	$7.50	$0.00	$44.50
6	70	$29.06	$10.02	$7.50	$0.00	$46.58
7	75	$31.13	$10.02	$7.50	$0.00	$48.65
8	80	$33.21	$10.02	$7.50	$0.00	$50.73
9	85	$35.28	$10.02	$7.50	$0.00	$52.80
10	90	$37.36	$10.02	$7.50	$0.00	$54.88

Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS *BRICKLAYERS LOCAL 3 - MARBLE & TILE*	08/01/2020	$54.69	$10.75	$22.09	$0.00	$87.53
	02/01/2021	$55.33	$10.75	$22.09	$0.00	$88.17
	08/01/2021	$56.73	$10.75	$22.25	$0.00	$89.73
	02/01/2022	$57.32	$10.75	$22.25	$0.00	$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

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

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.35	$10.75	$22.09	$0.00	$60.19
2	60	$32.81	$10.75	$22.09	$0.00	$65.65
3	70	$38.28	$10.75	$22.09	$0.00	$71.12
4	80	$43.75	$10.75	$22.09	$0.00	$76.59
5	90	$49.22	$10.75	$22.09	$0.00	$82.06

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$27.67	$10.75	$22.09	$0.00	$60.51
2	60	$33.20	$10.75	$22.09	$0.00	$66.04
3	70	$38.73	$10.75	$22.09	$0.00	$71.57
4	80	$44.26	$10.75	$22.09	$0.00	$77.10
5	90	$49.80	$10.75	$22.09	$0.00	$82.64

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$40.55	$8.60	$17.24	$0.00	$66.39
	12/01/2020	$41.53	$8.60	$17.24	$0.00	$67.37
	06/01/2021	$42.55	$8.60	$17.24	$0.00	$68.39
	12/01/2021	$43.56	$8.60	$17.24	$0.00	$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$39.27	$8.60	$17.24	$0.00	$65.11
	12/01/2020	$40.25	$8.60	$17.24	$0.00	$66.09
	06/01/2021	$41.27	$8.60	$17.24	$0.00	$67.11
	12/01/2021	$42.28	$8.60	$17.24	$0.00	$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER *LABORERS - FOUNDATION AND MARINE*	06/01/2020	$39.15	$8.60	$17.24	$0.00	$64.99
	12/01/2020	$40.13	$8.60	$17.24	$0.00	$65.97
	06/01/2021	$41.15	$8.60	$17.24	$0.00	$66.99
	12/01/2021	$42.16	$8.60	$17.24	$0.00	$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$48.81	$13.00	$15.70	$0.00	$77.51
	12/01/2020	$49.95	$13.00	$15.70	$0.00	$78.65
	06/01/2021	$51.04	$13.00	$15.70	$0.00	$79.74
	12/01/2021	$52.18	$13.00	$15.70	$0.00	$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$36.02	$12.91	$13.72	$0.00	$62.65
	12/01/2020	$36.02	$12.91	$14.82	$0.00	$63.75
	06/01/2021	$36.82	$12.91	$14.82	$0.00	$64.55
	08/01/2021	$36.82	$13.41	$14.82	$0.00	$65.05
	12/01/2021	$36.82	$13.41	$16.01	$0.00	$66.24
TUNNEL WORK - COMPRESSED AIR *LABORERS (COMPRESSED AIR)*	06/01/2020	$51.38	$8.60	$17.69	$0.00	$77.67
	12/01/2020	$52.36	$8.60	$17.69	$0.00	$78.65
	06/01/2021	$53.38	$8.60	$17.69	$0.00	$79.67
	12/01/2021	$54.39	$8.60	$17.69	$0.00	$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) *LABORERS (COMPRESSED AIR)*	06/01/2020	$53.38	$8.60	$17.69	$0.00	$79.67
	12/01/2020	$54.36	$8.60	$17.69	$0.00	$80.65
	06/01/2021	$55.38	$8.60	$17.69	$0.00	$81.67
	12/01/2021	$56.39	$8.60	$17.69	$0.00	$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR *LABORERS (FREE AIR TUNNEL)*	06/01/2020	$43.45	$8.60	$17.69	$0.00	$69.74
	12/01/2020	$44.43	$8.60	$17.69	$0.00	$70.72
	06/01/2021	$45.45	$8.60	$17.69	$0.00	$71.74
	12/01/2021	$46.46	$8.60	$17.69	$0.00	$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) *LABORERS (FREE AIR TUNNEL)*	06/01/2020	$45.45	$8.60	$17.69	$0.00	$71.74
	12/01/2020	$46.43	$8.60	$17.69	$0.00	$72.72
	06/01/2021	$47.45	$8.60	$17.69	$0.00	$73.74
	12/01/2021	$48.46	$8.60	$17.69	$0.00	$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	08/01/2020	$35.44	$12.91	$13.72	$0.00	$62.07
	12/01/2020	$35.44	$12.91	$14.82	$0.00	$63.17
	06/01/2021	$36.24	$12.91	$14.82	$0.00	$63.97
	08/01/2021	$36.24	$13.41	$14.82	$0.00	$64.47
	12/01/2021	$36.24	$13.41	$16.01	$0.00	$65.66
VOICE-DATA-VIDEO TECHNICIAN *ELECTRICIANS LOCAL 96*	09/06/2020	$31.54	$11.13	$15.54	$0.00	$58.21
	09/05/2021	$32.86	$11.57	$15.72	$0.00	$60.15
	09/04/2022	$34.19	$12.20	$15.91	$0.00	$62.30

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *VOICE-DATA-VIDEO TECHNICIAN - Local 96*

Effective Date - 09/06/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	$15.77	$11.13	$3.94	$0.00	$30.84
2	55	$17.35	$11.13	$3.99	$0.00	$32.47
3	60	$18.92	$11.13	$15.16	$0.00	$45.21
4	65	$20.50	$11.13	$15.21	$0.00	$46.84
5	70	$22.08	$11.13	$15.25	$0.00	$48.46
6	75	$23.66	$11.13	$15.30	$0.00	$50.09
7	80	$25.23	$11.13	$15.35	$0.00	$51.71
8	85	$26.81	$11.13	$15.39	$0.00	$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR *LABORERS - ZONE 2*	06/01/2020	$34.31	$8.60	$15.77	$0.00	$58.68
	12/01/2020	$35.20	$8.60	$15.77	$0.00	$59.57
	06/01/2021	$36.12	$8.60	$15.77	$0.00	$60.49
	12/01/2021	$37.03	$8.60	$15.77	$0.00	$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR *OPERATING ENGINEERS LOCAL 4*	06/01/2020	$49.33	$13.00	$15.70	$0.00	$78.03
	12/01/2020	$50.48	$13.00	$15.70	$0.00	$79.18
	06/01/2021	$51.58	$13.00	$15.70	$0.00	$80.28
	12/01/2021	$52.73	$13.00	$15.70	$0.00	$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER *PLUMBERS LOCAL 4*	09/01/2020	$46.91	$9.80	$15.71	$0.00	$72.42
	03/01/2021	$47.91	$9.80	$15.71	$0.00	$73.42
	09/01/2021	$48.91	$9.80	$15.71	$0.00	$74.42
	03/01/2022	$49.91	$9.80	$15.71	$0.00	$75.42
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprentice Information:

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

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

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

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

MINORITY/WOMEN BUSINESS ENTERPRISE and WORKER UTILIZATION PROGRAM

BIDDERS MUST COMPLETE AND SUBMIT FORM E00-101 WHICH IS PART OF THE BID SUBMISSION

INCLUDED IN THIS SECTION ARE COPIES OF THE AGREEMENT BETWEEN THE CITY AND THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION WHICH GOVERN THE ACTIVITIES ADDRESSED BY THE E00-101 FORM.

Direct any questions about these forms and procedures to:

Purchasing Division
City Hall – Room 201
455 Main Street
Worcester, MA 01608
(508) 799-1220
purchasing@worcesterma.gov

C I T Y O F W O R C E S T E R

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION PROGRAM

AFFIDAVIT OF ACKNOWLEDGEMENT and CERTIFICATE OF COMPLIANCE

Form E00-101

TO ALL CONTRACTORS:
General Bidders and Filed Subbidders shall complete and submit this form as part of their bid. Non-Filed Subcontractors shall complete and submit this form to the General Contractor before beginning work**.**

I. THE MINORITY AND WOMEN BUSINESS AND UTILIZATION PROGRAMS

Pursuant to an agreement between the City of Worcester and the Commonwealth of Massachusetts, during the performance of any contract with the City of Worcester, all Contractors, Filed Subcontractors, and Subcontractors are bound by the obligations of the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program. **All contractors and subcontractors if subcontracting any portion of the work are obligated to make a good faith effort to engage 10% minority and 5% women owned businesses. Further, each contractor shall make a good faith effort to maintain a workforce that is 38% people of color and 10% women.**

The undersigned hereby certifies that he/she is familiar with the provisions of The Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Programs and agrees to adhere to the provisions therein.

II. This contractor **IS** ☐ **or IS NOT** ☐ certified by the State Office of Minority and Women Business Assistance to be a minority or women owned and operated business; and

III. WILL ☐ or **WILL NOT** ☐ subcontract any portion of this contract**.**

Project Name: _____ Bid Number: _____

_____ _____
Authorized Signature Business Name

_____ _____
Title Address

_____ _____
Date

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION PROGRAM

FORM EOO-D/102

BIDDERS INFORMATION ON PROCEDURES AND FORMS

To make all contractors aware of their obligation to follow certain procedures and file appropriate reports pertaining to those procedures, the following is an outline of Minority/Women Business Enterprise and Worker Utilization Program. Also included here is the Affidavit of Acknowledgement and Certification of Compliance, Form E00-101. This form is to be completed and filed as part of your bid.

The following documents are included in this bid:

1. **AFFIDAVIT OF ACKNOWLEDGEMENT AND CERTIFICATION OF COMPLIANCE,** E00-101

   This form is to be completed by all General Contractors and Filed Subcontractors and submitted as part of their bid on all City of Worcester construction projects.

2. **SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM E00-D/3**

   The agreement between the City of Worcester and the Massachusetts Commission Against Discrimination establishing the goals and procedures for the utilization of minority and women owned businesses and minority and women workers on City Construction projects.

3. **SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS, EE0-D/103**

   This is a listing of the procedures and forms that will be provided to the successful bidder for use prior to beginning work and at various times throughout the life of the project.

THE COMMONWEALTH OF MASSACHUSETTS

FORM E00-D/3

THE CITY OF WORCESTER

SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

I. AGREEMENT

During the performance of this contract, the Contractor or Filed Subcontractor and all subcontractors (herein collectively referred to as the Contractor), for himself/herself, his/her assignees, and successors in interest, agree as follows:

1. In conjunction with the performance of work under this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, or handicap. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff; termination, rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The contractor shall post hereafter in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Commission setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151 B).

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, or handicap, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sex, or handicap. The purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction project.

II. OBLIGATION

1. As part of the obligation of remedial action under the foregoing section, the Contractor shall maintain goals on this project no less than 38 percent (38%) people of color employee and 10 percent (10%) women employee hours of the total work hours in each job category including but not limited to, bricklayers, carpenters, cement masons, electricians, iron workers, operating engineers, and those “classes of work” enumerated in section 44C of chapter 149 of the Massachusetts General Laws.

   In the hiring of minority and women journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the City.

III. REPORTS

1. Contractor shall prepare projected manning tables on a quarterly basis, **Quarterly Projected Workforce Table, E00-105.** These shall be broken down into projections by week, for workers required in each trade. Copies shall be furnished to the City one week in advance of the commencement of the period covered, and at such time as there is a need to be updated during the period.

2. Records of employment referral orders, prepared by the Contractor, shall be made available to the City on request.

3. The Contractor shall prepare the **Certified Payroll Report on a weekly basis,** which lists the hours worked in each trade by each employee identified as minority, non-minority, male and female. Copies of these shall be provided to the City at the end of each week.

IV. SUBCONTRACTING WORK

If the Contractor shall use any Subcontractor on any work performed under this contract, affirmative action shall be taken to negotiate with qualified minority and women contractors. This affirmative action shall cover both pre-bid and post-bid periods.

V. EMPLOYMENT

In the employment of journeymen, apprentices, trainees, and advanced trainees, the Contractor shall give preference, first to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and , secondly, to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States.

VI. RIGHT OF ACCESS

A designee of the City shall have the right of access to the construction site.

VII. COMPLIANCE WITH REQUIREMENTS

The contractor shall comply with the provisions of Executive Order No. 227 amending and revising Executive Order No. 74, as amended by executive Order No. 16 dated May 1, 1975 and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made part of this contract.

VIII. NON-DISCRIMINATION

The Contractor, in the performance of all work after the award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age, sex, or handicap in employment practices, in the selection or retention of other contractors or in the procurement of materials and rentals of equipment.

IX. SOLICITATIONS FOR SUBCONTRACTORS, AND FOR THE PROCUREMENT OF MATERIALS AND EQUIPMENT

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or supplies, each entity solicited shall be notified in writing by the contractor of the

Contractor's obligation under this contract relative to non-discrimination and affirmative action.

X. CONTRACTOR'S CERTIFICATION

Contractors bidding as General Contractors or Filed Sub-contractors shall certify that they will comply with the minority and women manpower and business enterprise goals and specific affirmative action steps contained in this Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program by signing and submitting with the bid the **Affidavit of Acknowledgement and Certification of Compliance, Form E00-101.**

If any Contractor subcontracts any portion of the work, the Contractor is required to obtain from each Subcontractor, regardless of tier, an Affidavit of Acknowledgement and Certification of Compliance, Form E00-101 stating that it will comply with the minority and women subcontracting and manpower ratios and specific affirmative action steps contained in this Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program by signing this form and submitting it to the Contractor for submission to the awarding authority not later than five working days following the opening of the bids.

XI. COMPLIANCE – INFORMATION, REPORTS, AND SANCTIONS

1. The Contractor will provide all information and reports required by the City on instructions issued and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City and shall set forth what efforts have been made to obtain the information.

2. Whenever the City believes the Contractor may not be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the Contractor not in compliance, it shall make a preliminary report of non-compliance and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend the imposition of one or more of the sanctions listed below. If, however, the City believes the Contractor has taken or is taking every possible measure to achieve compliance, it shall not make final a report on non-compliance. Within fourteen (14) days of the receipt of the recommendations of the City, the administering agency shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement.

    a. The recovery by the administering agency from the Contractor of l/10 of 1% of the contract award price or $1000.00, whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the Contractor as a back charge against the Subcontractor of l/10 of 1% of the subcontract price, or $400.00, whichever sum

is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

b. The suspension of any payment or part thereof due under the contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the contract;

c. The termination, or cancellation, of the contract, in whole or in part, unless the Contractor is able to demonstrate within a specified time his compliance with the terms of the contract;

d. The denial to the Contractor of the right to participate in any further contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the administering agency in consultation with the City, to suspend the sanctions conditionally, pending a final determination by the City as to whether the contractor is in compliance. Upon final determination, based on the recommendations of the adjudicatory body, the City shall either lift the sanctions or reimpose them.

4. Sanctions enumerated under Section XII-2 shall not be imposed except after an adjudicatory proceeding, as that term is used in M.G.L. Chapter 30, has been conducted. No investigation by the City or its agent shall be initiated without prior notice to the Contractor.

XII. SEVERABILITY

The provisions of this Section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decisions of such court shall not affect or impair any of the remaining provisions.

XIII. WAIVER

The City of Worcester reserves the right to waive any stipulation in the M/WBE Program when deemed necessary or appropriate for the general good of the City and its programs.

DEFINITIONS

Contractor — Except where otherwise specifically stated the term "Contractor" shall mean any General Contractor, Filed Subcontractor or Non-Filed Subcontractor.

City — is the City of Worcester , Massachusetts

M/WBE — is Minority and Women Business Enterprise as certified by the State Office of Minority and Women Business Assistance to be 5l% or more minority or women owned and operated.

FORM E00-D/103

SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS

All successful bidders on City of Worcester construction projects will receive a package of procedures and forms that are to be used at specific times throughout the life of the project.

The following is a list of the documents that will be sent to successful bidders when this office is notified that a contract has been, or is about to be, executed.

I. BUILDING TRADES – CONTACT LIST, E00-D/6

When a contractor cannot fulfill the worker utilization percentages, the appropriate building trades locals may be contacted to request assistance in locating and engaging qualified workers.

II. AFFIDAVIT OF ACKNOWLEDGEMENT and CERTIFICATION OF COMPLIANCE, (FOR SUBCONTRACTORS), E00-101

If any portion of a project is to be subcontracted at any tier, each additional subcontractor shall complete this form and send it to the Contract Compliance Office within two business days of contract execution and PRIOR to beginning work on the project.

III. TABLE OF PROJECTED SUBCONTRACTORS, E00-103

The use of subcontractors at any tier shall be reported to the Contract Compliance Office on this form prior to the subcontractor beginning work on the project.

IV. SUBCONTRACTOR'S CERTIFICATE OF INTENT TO PARTICIPATE, E00-104

Each Non-Filed subcontractor engaged to work on a project shall complete and forward this form to the Contract Compliance Office prior to beginning work on the project.

V. QUARTERLY PROJECTED WORKFORCE TABLE, E00-105

Each General Contractor, Filed Subcontractor and Non-Filed Subcontractor, regardless of tier, shall complete and forward this form to the Contract Compliance Office prior to beginning work and again for each additional three month period throughout the life of the project.

VI. REQUEST FOR MODIFICATION

E00-106B, MINORITY AND WOMEN BUSINESS UTILIZATION
E00-106C, MINORITY AND WOMEN UTILIZATION IN THE WORK FORCE

Any General Contractor, Filed Subcontractor or Non-Filed Subcontractor, regardless of tier, not meeting the minority and women goals, may file a request for modification after having exhausted all possible sources. Requests for modification are considered **ONLY** after attempts to fulfill these mandates have been documented and submitted to the Contract Compliance Office with the appropriate sections of this form.

A modification or waiver will not be granted because a contractor wishes to use an existing workforce that does not achieve the goals of 38% of total work hours to be worked by people of color and 10% of total work hours to be worked by women; and,

If subcontracting, does not meet the goals of 10% of the contract value for Minority Business Enterprises and 5% of the contract value to Women Business Enterprises.

VII. WEEKLY PAYROLL REPORT FORM & STATEMENT OF COMPLIANCE

At the end of each week of work, all Contractors, Filed Subcontractors, and Non-Filed Subcontractors, regardless of tier, shall complete and submit these forms to the Contract Compliance Office.

The Contract Compliance Office will also accept computer generated payroll reports. However, if the computer payroll does not reflect the prevailing wage, the Contractor must provide a breakdown of the benefits paid to each employee which, when added to the base wage, equals the prevailing wage.

The City of Worcester regards the monitoring of weekly certified payroll reports to be a most important function. Therefore, all certified payroll reports shall be scrutinized by the Contract Compliance Office and any violations of the Commonwealth's prevailing wage law will be vigorously enforced.

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

_____ _____

(Typed or printed name of person signing quotation, bid or proposal) Signature

_____

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

VENDOR/SERVICE PROVIDER CERTIFICATION

TO BE AWARDED A VENDOR/SERVICE CONTRACT, ALL PARTS OF THIS FORM THAT APPLY TO YOUR BID MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

Bidder is a Minority Business Enterprise (MBE) - see reverse for definition Yes_____ No_____

Bidder is a Woman Business Enterprise (WBE) - see reverse for definition Yes_____ No_____

IF SUBCONTRACTING any portion of the service covered by this bid, the successful bidder shall demonstrate a good faith effort to seek and use TEN PERCENT (10%) Minority and FIVE PERCENT (5%) Women-owned Businesses.

A. YOUR INTENT TO SUBCONTRACT. CHECK (✔) THE APPROPRIATE BOX:

☐ No work will be subcontracted. Complete Section "C" only.
☐ Some work will be subcontracted. Complete Section "B" and "C"

B. LIST SUBCONTRACTORS Engaged to do any portion of this Bid.

Check (✔) the appropriate box and give complete information.

☐ MBE ☐ WBE ☐ OTHER _____

Firm Name: _____
Street Address: _____
City/State/Zip _____

Work subcontracted: _____Dollar Value $ _____

Check (✔) the appropriate box and give complete information.

☐MBE ☐WBE ☐ OTHER _____

Firm Name: _____
Street Address: _____
City/State/Zip _____

Work subcontracted: _____ Dollar Value $ _____

C. ITEM/SERVICE BID ON: _____BID NO.: _____

Firm Name: _____
Street Address: _____
City/State/Zip _____

For purposes of the City's classification and reporting program, the following definitions apply:

Minority Business Enterprise (MBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by minority group members. "Minority group members" are U.S. citizens who are African-American, Latin American, Native American, Asian-Pacific American and Asian-Indian American. "Ownership" by minority individuals means the business is at least 51% owned by such individuals or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more such individuals. Further, those minority group members control the management and daily business operations.

Women Business Enterprise (WBE) – a for profit enterprise, regardless of size, physically located in the United States or its trust territories, which is owned, operated and controlled by women group members. "Ownership" by women means the business is at least 51% owned by women or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women. Further, those women group members control the management and daily business operations.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____ ZIP CODE: _____

TELEPHONE NO.: _____ FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for $2.00 plus $.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [**check either Box 1 or Box 2, as applicable**]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed:_____ _____ _____

Print Name & Title **Company Name** **Date**

THE BIDDER MUST FILL IN THESE UNIT PRICES. Also carry out all extensions and fill in "Computed Totals."
In case of error or discrepancies, UNIT PRICES govern and written works take precedence over figures.

ITEM NUMBER AND DESCRIPTION		ESTIMATED QUANTITY	COMPUTED TOTALS
116.0000	EXCAVATION		
	_____ Dollars ($ _____) CY	50.00	$ _____
120.0000	CLASS "B" ROCK EXCAVATION AND DISPOSAL		
	_____ Dollars ($ _____) CY	120.00	$ _____
125.0000	SAND BORROW		
	_____ Dollars ($ _____) CY	150.00	$ _____
126.0000	GRAVEL BORROW		
	_____ Dollars ($ _____) CY	80.00	$ _____
128.0000	SCREENED LOAM BORROW		
	_____ Dollars ($ _____) CY	90.00	$ _____
156.0000	SEEDING		
	_____ Dollars ($ _____) SY	200.00	$ _____
171.0000	INSTALLATION AND MAINTENANCE OF EROSION CONTROLS		
	_____ Dollars ($ _____) LF	1,600.00	$ _____
220.0800	TRENCH EXCAVATION AND BACKFILL, FURNISH AND INSTALL 8" PVC		
	_____ Dollars ($ _____) LF	26.00	$ _____
220.1200	TRENCH EXCAVATION AND BACKFILL, FURNISH AND INSTALL 12" PVC		
	_____ Dollars ($ _____) LF	1,073.00	$ _____

ITEM NUMBER AND DESCRIPTION		ESTIMATED QUANTITY	COMPUTED TOTALS
230.4000	4' MANHOLE BASE		
	_____ Dollars ($) EA	9.00	$ _____
231.4000	4' MANHOLE SECTION		
	_____ Dollars ($) VF	56.00	$ _____
236.0000	MANHOLE FRAME & COVER		
	_____ Dollars ($) EA	9.00	$ _____
250.0000	MANHOLE FRAMES, REMOVE, PLATE & RETAIN		
	_____ Dollars ($) EA	2.00	$ _____
265.0000	REMOVE AND DISPOSE OF EXISTING MANHOLE		
	_____ Dollars ($) EA	1.00	$ _____
301.0600	6” CLDI Pipe		
	_____ Dollars ($) LF	40.00	$ _____
301.0800	8” CLDI Pipe		
	_____ Dollars ($) LF	150.00	$ _____
301.1000	10” CLDI Pipe		
	_____ Dollars ($) LF	1,010.00	$ _____
301.5000	Polyethylene Wrap for Ductile Iron Pipe		
	_____ Dollars ($) LF	1,100.00	$ _____
302.1000	Cast or Ductile Fittings		
	_____ Dollars ($) LB	1,200.00	$ _____

ITEM NUMBER AND DESCRIPTION	ESTIMATED QUANTITY	COMPUTED TOTALS
304.0100 VALVE BOX		
_____ Dollars ($) EA	8.00	$ _____
305.0600 6” Gate Valve		
_____ Dollars ($) EA	3.00	$ _____
305.0800 8” Gate Valve		
_____ Dollars ($) EA	2.00	$ _____
305.1000 10” Gate Valve		
_____ Dollars ($) EA	3.00	$ _____
305.1200 12” Gate Valve		
_____ Dollars ($) EA	1.00	$ _____
310.1000 New Hydrant		
_____ Dollars ($) EA	3.00	$ _____
310.6000 HYDRANT PAINTING		
_____ Dollars ($) EA	3.00	$ _____
312.1000 10” Tie-in		
_____ Dollars ($) EA	1.00	$ _____
313.1000 Thrust Block		
_____ Dollars ($) CY	20.00	$ _____
428.0000 BITUMINOUS CONCRETE ROADWAY REPAIR		
_____ Dollars ($) SY	60.00	$ _____

ITEM NUMBER AND DESCRIPTION		ESTIMATED QUANTITY	COMPUTED TOTALS
434.0000	SAWING PAVEMENT		
	Dollars	580.00	$
	($) LF		
436.0000	RESURFACE TRENCHES TEMPORARY		
	Dollars	350.00	$
	($) LF		
436.0100	RESURFACE TRENCHES PERMANENT		
	TWENTY FIVE Dollars	350.00	$ 8,750.00
	($ 25.00) LF		
900.0000	Lump Sum Reserve		
	forty thousand and xx / 100 Dollars		$ 40,000.00

TOTAL BID PRICE INCLUDING CONTINGENCY

_____Dollars and _____Cents
(amount in words)

$ _____
(amount in figures)

This proposal is based on provisions of the following addenda:

No. _____ No. _____

No. _____ No. _____

All amounts and totals given above will be subject to verification by the City. In case of variation between Unit Bid Price and Totals shown by the Bidder, the Unit Price written in words will be considered to be the bid.

The City reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interests of the City.

The above estimated quantities form an approximate statement of the extent of the work to be done, based upon the estimate of the Contracting Officer. The City does not expressly or by implication agree that the actual quantity of work will correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work, as may be deemed necessary by the Contracting Officer.

LUMP SUM RESERVE

The Contractor is advised that the lump sum reserve for contingency work shall be utilized, as required by the City of Worcester for additional work that may be required by the City and agreed to by the Contractor. This reserve will also be used for the City to compensate directly for flag men (When police are unavailable) and testing as determined by the contracting officer. Any reserve balance remaining at the end of the contract will returned to the City of Worcester.

The City reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interests of the City.

The above estimated quantities form an approximate statement of the extent of the work to be done, based upon the estimate of the Contracting Officer. The City does not expressly or by implication agree that the actual quantity of work will correspond therewith, but reserves the right to increase or decrease the quantity of any class or portion of the work, as may be deemed necessary by the Contracting Officer.

TIME OF COMPLETION

The bidder shall complete all the work of this contract by December 31st 2020.

LIQUIDATED DAMAGES
(Contracts of $100,000.00 or more)

It is expressly understood and agreed, by and between the Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof requested in writing by the Contractor and granted in writing by the Contracting Officer, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the City the amount of $250.00 per day, not as a penalty, but as liquidated damages for such breach of contract for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the work. The said amount of $250.00 per day is fixed and agreed upon by and between the Contractor and the City because of impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain and said amount is agreed to be the amount of damages which the City would sustain and the said amount shall be deducted by the City for periodic payments.

Time for Performance

All listed locations in this contract shall be substantially completed no later than **December 31, 2020**. Final completion of the Work of this Contract shall be no later than 30 days after the date of substantial completion for any location.

INFORMATION FOR BIDDERS

GENERAL DESCRIPTION

This bid consists of work in approximate quantities as listed in the Proposal Forms, which state the location and description of the work to be done and the materials to be furnished.

This Contract shall adhere to the City of Worcester's Standard Specification and Details dated FEBRUARY 1, 2020 (2-1-2020).

The plans and specifications, proposal and addenda shall form part of this contract.

QUANTITIES

All bids will be compared on the total estimate of quantities of work to be done, as shown in the proposal.

These quantities are approximate only, being given as a basis for the comparison of bids to determine the approximate amount of the consideration of the contract. The bidder will be required to complete the work specified within the required time period, whether the required quantities are more or less than the amounts herein estimated without any change in the contract unit price. The final payment will not be made until the work is so completed.

The unit price bid for each item must allow for all collateral or indirect costs connected with it.

INVESTIGATION OF CONDITIONS

Bidders are expected to visit the locality of the work and acquaint themselves with all available information concerning local conditions. They are also expected to make their own estimates of the facilities needed and difficulties attending the execution of the proposed contract including local conditions, availability of labor, uncertainties of weather and other contingencies. In no event will the City assume any responsibility whatever for an interpretation, deduction or conclusion drawn from the inspection of the site. Failure to acquaint himself with all available information concerning these conditions will not relieve the successful bidder from responsibility for estimating the difference and costs of successfully performing the complete work.

ADDENDA

The bidder is required to acknowledge receipt of any Addenda issued to this contract by inserting the Addendum number in the space provided on the proposal form.

EXPERIENCE

Each bidder shall state in his bid whether he is now or ever has been engaged on any other contract or other work similar to that proposed, giving the year in which it was done and the manner of its execution and shall submit such other information as will tend to show his ability to prosecute vigorously the work required in these specifications. A successful bidder will be required to employ an organization thoroughly experienced and skilled in the type of work to be done. After the opening of bids any bidder may be required to submit satisfactory evidence that the specific organization which he proposes to employ on this contract has successfully executed work of the nature and quality indicated herein.

EQUIPMENT

Each bidder shall state in his bid the character, make and amount of equipment that he proposes to employ on the work. After bids are opened any bidder may be required to show that he owns, controls by firm option, or can procure the equipment necessary for commencing, prosecuting, and completing the work as required by the specifications.

CONTRACTOR RESPONSIBILITY

The contractor must care for, replace and restore to good condition to the satisfaction of the Commissioner of Public Works & Parks any utilities, fences, sidewalks, posts, poles or other structures damaged by or interfered with by the contractor outside the scope of work. The contractor shall perform any necessary replacement, reparation or restoration at no additional compensation.

Damage resulting from the operation of the contractor to any structure in the street or ground near or within the scope of work (and not required to be changed under the contract) shall be replaced, repaired or restored by the contractor at no additional compensation.

The contractor shall have no grounds for additional compensation because of expenses due to encountering existing pipes, conduits or structures.

The contractor must perform construction work without damage to shade trees.

The contractor shall cooperate with all other contractors or other forces within the limits of the work specified. The contractor shall allow the necessary access to the site to other contractors and utility companies and their agents. The contractor shall be responsible for preventing damage by others to the work performed under this contract or for having damage repaired, either by the party responsible or at his own expense.

PUBLIC CONVENIENCE

Vehicular and pedestrian traffic will be maintained on all streets located within the project unless permission is received in writing from the Commissioner of Public Works or his representative to close the street.

Where construction operations are such that a hazard exists to the public, all safety precautions shall be maintained.

POLICE PROTECTION

The City of Worcester will furnish and pay for police when and where the City decides police protection is necessary. The contractor shall notify the Engineer of the anticipated requirements as the work progresses, so that each day's protection can be scheduled not later than the preceding day.

CONSTRUCTION OF SEWERS AND APPURTENANCES IN OTHER STREETS

Similar work for construction of sanitary and surface sewers and appurtenances may be needed in other streets and may be included in this contract by agreement between the City and the Contractor. The purpose of this provision is to permit the inclusion of any emergency project that may arise.

SIMILAR CONSTRUCTION IN OTHER LOCATIONS

Construction of similar work may be needed in other locations and may be included in this Contract by agreement between the City and the Contractor. Any such work is to be paid for on a unit price basis at the prices bid under this Contract. Extra Work Orders will be given to the Contractor for any such work on a unit price basis at the prices bid in the Contract. The purpose of this provision is to permit the inclusion of any emergency or rush projects that may arise.

BID PRICE ADJUSTMENTS

This Contract contains a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt on this project is $490.00 per ton.

This Contract contains price adjustments for diesel fuel and gasoline. The base price for diesel fuel on this project is $1.658 per gallon and for gasoline $1.627 per gallon.

This Contract contains price adjustments for Portland cement. The base price for Portland cement on this project is $135.98 per ton.

BIDDERS TO INVESTIGATE

Bidders required to submit their proposals upon the following express conditions, which shall apply to and become part of every bid received, via:

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may desire, as to actual conditions and requirements of the work, and the accuracy of the quantities.

INFORMATION NOT GUARANTEED

All information furnished or shown on the drawings or in the contract documents relating to sub-surface conditions and existing pipes and other structures has been obtained from in the best sources at present available.

It is understood and agreed that the City does not warrant or guarantee that the materials, conditions and pipes or other structures encountered during construction will be the same as those indicated by the information given on the drawings. The bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

It is further understood and agreed that the bidder or the Contractor will not use any of the information made available to him, or obtained in an examination made by him, in any manner as a basis or ground of claim or demand of any nature against the City or the Contracting Officer, arising from or by reason of any variance which may exist between the information offered and the actual materials or structures encountered during the construction work.

ITEMS

The parts of the work have been divided into items in order to enable the bidder to bid for the different portions of the work in accordance with his estimate of their cost, so that in the event of an increase or decrease in the quantity of any particular item of work, the actual quantities executed may be paid for at the price bid for that particular item of work.

DEPOSIT FORFEITED

In case the party to whom the contract is awarded shall fail or neglect to execute the contract and furnish a satisfactory bond within the time specified, the City may determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to and retained by said City as liquidated damages for such failure or neglect and to indemnify said City for any loss which may be sustained by failure of the bidder to execute the contract and furnish bond as aforesaid. After the execution of the contract and the acceptance of the bond by the City the security accompanying the proposal of the successful bidder shall be returned.

MATERIALS FURNISHED AND WORK DONE BY OWNER

The City will furnish certain material as stated in that section of the General Specifications entitled "Material Furnished by the City."

THE HANDLING OF LIVE SEWAGE

The attention of the bidder is called to the requirement that as a contractual obligation, the contractor shall handle all live sewage in existing sewer lines as a necessary part of the sewer work and for this work no additional compensation will be considered.

WATER SUPPLY

For all necessary operations the City will, without charge, provide water under available system pressure from the nearest hydrant of the City water distribution system. The Contractor shall furnish any necessary pipe or hose extensions, meter and backflow preventer to conduct the water to the points of use, and shall exercise due care not to waste water. The Contractor shall apply for a General Hydrant Use permit for any proposed water use from the City water distribution system.

LABOR CONDITIONS

The attention of the bidder is called to those parts of the contract regarding labor conditions, wage rates, etc.

GENERAL CONDITIONS

QUESTIONS REGARDING CONTRACT DOCUMENTS

In general, no answer will be given in reply to an oral question involving interpretation of the Contract Documents. Discrepancies, omissions or doubts as to the meanings of the Contract Documents should be communicated in writing to the Director of Purchasing for interpretation five (5) days prior to bid opening date. Any interpretation made will be in the form of an addendum to the Contract Documents which we will forward to all bidders.

PERMANENT PATCH

The City requires the Bidder to Bid $25 per foot for Item 436.01 RESURFACE TRENCH PERMANENT PATCH. The City also reserves the right to cancel the work on this item at its discretion.

PRE-BID CONFERENCE

Due to Covid 19 there will be no pre-bid meeting for this contract.

GENERAL NOTES

1. Prior to the start of any construction activity in any previously unoccupied location the Contractor will supply the Engineer with a traffic flow plan for the Engineer's approval.

2. Where applicable the Contractor will supply all barricades, barriers, signing, lighting, etc. warranted to insure the safety of the general public throughout the work site as a subsidiary obligation without any additional cost to the City of Worcester and subject to the Engineer's approval.

3. Prior to the start of any work the contractor will be required to supply and install construction safety signing on each approach to the work zone as directed by the Engineer. Signing shall read "Street Under Construction" or "Road Work Ahead" or as directed by the Engineer. Signing shall conform to applicable provisions of section 850 of the Massachusetts Standard Specifications for Highways and Bridges latest edition.

4. Any necessary detouring will be arranged by the Contractor through the Engineer and subject to the approval of the Department of Public Works and Parks.

5. The Contractor will be required to provide adequate access to businesses affected by all construction activities.

6. The Contractor will be required to have on site at all times during the course of all construction activities a full-time superintendent whom will be in responsible charge of this project. This individual will be the exclusive agent for the Contractor maintaining continuous correspondence with the City Engineers.

7. The Contractor will notify the Engineer in writing whenever a change of superintendent is warranted.

8. The Contractor will be responsible for preservation of all benchmarks, baselines and highway bound ties.

9. Gas, Electric and Telephone Company structures will be adjusted by the owning agency.

10. Any existing conditions disturbed by the construction operations shall be restored by the Contractor at his own expense.

11. In newly reconstructed sewers testing of pipe joints shall be performed to identify joints that are defective. This can be done by either liquid or air. The testing procedure must be as described in the NASSCO Standard Specification. In addition to the 5% general retainer, 10% of the contract will be retained until all testing (joint/camera), including all remedial work resulting from the testing, is completed.

12. At the contractor’s expense, all trenches shall be paved with asphalt, steel road plates are an acceptable substitute, prior to every weekend and major holiday. At no time will any portion of a public roadway or sidewalk be left with a gravel surface over a weekend or holiday period.

GENERAL NOTES (Cont.)

13. Where required by the Contracting Officer, compaction testing will be done by the City of Worcester. The backfill shall be placed in suitable layers necessary to accomplish a minimum of 95% compaction which shall be achieved by mechanical or vibratory compaction equipment. The testing will apply to all areas of construction.

14. Street lighting must be maintained during all phases of construction by operation of the existing street lighting infrastructure, or a substitute approved by the Contracting Officer.

15. The plans sheets accompanying with this bid are from a larger plan set titled “PHASE I BID DOCUMENTS for proposed HOSPITAL DRIVE SUBDIVISION” by Bohler, dated 9/18/2020

SPECIAL PROVISIONS

NOTICE TO PROCEED

The Bidder must agree to commence work on or before the date specified in the written “Notice to Proceed" issued by the City, and/or Engineer acting on behalf of the City, and to fully complete the project within the time specified in the contract.

SCHEDULE OF WORK

The Contractor shall submit, to and for the comments of the Contracting Officer, a schedule of operations within ten (10) days after the mailing of the executed Contract to the Contractor. The schedule shall show the proposed methods of construction and sequence of work and the time the Contractor proposed to complete the various items of work within the time specified in the contract.

PROPER NOTIFICATION

The Contractor will be required to provide at least 1 week notice to the Contracting Officer before locating in work sites previously unoccupied under this contract or before proceeding with paving operations.

HOURS OF WORK

In general the City will permit the Contractor to work Monday thru Friday between the hours of 7:00 A.M. and 3:30 PM. except as provided by the Contracting Officer. All construction work shall be completed or suspended for the winter season by November 30th unless a specific waiver is granted by the Contracting Officer.

PRE-CONSTRUCTION PHOTOGRAPHS

The Contractor shall, prior to beginning work on the project, submit to the City’s Contracting Officer photographs (in appropriate format), of the road and sidewalk condition of all streets to be excavated. Post construction photographs shall also be submitted after final restoration. Said photographs shall be supplied to the City as a subsidiary obligation by the Contractor.

SAW CUTTING

The Contractor will be required to saw-cut or cut bituminous concrete pavements by an approved method of the Contracting Officer at no additional cost to the City. This work will be performed for such instances as berm or sidewalk retention in any location within the work site as directed by the Contracting Officer.

CASTINGS

The Contractor will be required to return to the City-Yard any or all excess castings, either water or sewer that were replaced or abandoned by the Contracting Officer. This work will be performed as a subsidiary obligation by the Contractor and no additional payment will be made by the City.

ADJUSTMENT TO GRADE OF ROADWAY CASTINGS

Final adjustment to grade of castings within the roadway must be made after leveling course or binder course has been laid.

FINAL CLEAN-UP

Upon completion of the work and before acceptance and final payment, the Contractor shall remove and dispose of in an approved manner at his own expense, from the right-of-way, construction site, dredging site, and adjoining property, all temporary structures and all surplus materials and rubbish which the Contractor may have accumulated during the prosecution of the work, and shall leave the areas in a neat and orderly condition. No equipment or material shall be left within any of the aforementioned areas after acceptance of the Contract without the written permission of the Engineer. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value. All removed material must be disposed of in accordance with all Local, State, and Federal laws and regulations.

PERMITS

The Contractor will be responsible for any and all City of Worcester permits including the Street Opening Permit for each location, which can be obtained from the Department of Public Works and Parks Permit Section located at 20 East Worcester Street, Worcester, Massachusetts.

EMERGENCY TELEPHONE NUMBERS

A 24-hour telephone number must be supplied along with the name of the person to he notified for repairs or emergencies. Failure to respond will necessitate the actuation of City crews at the Contractor’s expense.

ENHANCED CCTV

All completed CCTV files shall be put onto one (1) storage device to become the property of City of Worcester Department of Public Works & Parks. CCTV can be completed and submitted to the City of Worcester by completed street or at the completion of the entire contract. In addition to the CCTV files, all reporting and data information shall be submitted to the City of Worcester DPW&P. CCTV shall be recorded at appropriate pixel level to be viewed clearly on a computer screen.

The manhole names and numbers and the pipe size and material between the manholes as indicated on the design plans shall be used to identify the manholes and pipes on the CCTV Files. If a manhole has been added due to field conditions, it shall be named using the closest manhole number with and “A” or “B” etc. For example, if a manhole was added on Main Street between “Main DMH-2” and “Main DMH-3” it will be named “Main DMH-2A”.
All CCTV submittals must comply with Section 210 of the **Department of Public Works Standard Specifications and Details** dated February 1, 2020

GENERAL SPECIFICATIONS

SECTION I LOCATION AND WORK TO BE DONE

The work herein specified to be done consists of Constructing & Reconstructing Sanitary Sewers, Water Mains, and Appurtenant Work in Hospital Drive, in the City of Worcester, Massachusetts.

The approximate amount of construction & reconstruction is as follows:

1,073 Linear Feet of Sanitary Sewer Main
1,010 Linear Feet of Water Main

The location, general characteristics, and principal details are shown on a Set of 28 Drawings, entitled:

PHASE 1 BID DOCUMENTS
HOSPITAL DRIVE SUBDIVISION

The drawings previously listed are the contract drawings, sometimes referred to herein as "the drawings". Additional drawings showing details in accordance with which the work is to be constructed will be furnished from time to time by the Contracting Officer, if found necessary, and shall then become a part hereof.

SECTION II HANDLING AND DISTRIBUTION

The Contractor shall, at his own expense, handle, haul, and distribute all materials and all surplus materials as required. He shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for any loss of or damage to materials and equipment furnished or accepted by him until the final acceptance of the work.

Delays in handling involving storage and demurrage charges by transportation companies and vendors shall be at the expense of the contractor.

SECTION III SAMPLES - INSPECTION - APPROVAL

All materials and equipment furnished by the Contractor to be incorporated in the work shall be subject to the inspection and approval of the Contracting Officer.

As soon as possible after the contract has been awarded, the Contractor shall furnish to the Contracting Officer data relating to materials and equipment. Such data shall be sufficiently complete to enable the Contracting Officer to identify the particular product in question.

If the Contracting Officer so requires, either prior to beginning or during the progress of the work, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to specifications. Such samples shall be furnished, taken, packed, and shipped as directed, at the expense of the contractor. Except as otherwise noted, the City shall make arrangements for and pay for the tests.

Facilities and labor for the handling and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall immediately be removed from the site of the work.

The Contractor shall place his orders for the various materials sufficiently early to permit the completion of all testing and inspection before the materials are required for incorporation in the work. He may not claim that his work has been delayed because of his own failure to purchase his materials early enough to allow for the time required for such inspection and testing.
When required, the Contractor shall furnish to the Contracting Officer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

After approval of the samples, data, etc., the materials and equipment used on the work shall in all respects conform therewith.

SECTION IV OCCUPYING PRIVATE LAND

The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the City.

SECTION V INTERFERENCE WITH AND PROTECTION OF STREETS, DRIVES, ETC.

The Contractor shall not close nor obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Contracting Officer.

Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall at his own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, and take such other precautions as may be necessary to protect life and property, and shall be liable for all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

SECTION VI STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials, construction equipment, materials and equipment to be incorporated in the new work, shall be so placed as not to injure the work and so that free access may be had at any time to all parts of the work and to all public utility installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as to inconvenience as little as possible public travel and adjoining tenants.

SECTION VII INSUFFICIENCY OF SAFETY PRECAUTIONS

If at any time, in the opinion of the Contracting Officer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Contracting Officer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable and the Contractor shall promptly comply with such orders. If under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved conditions, or, if the Contractor or his representative is not upon the ground so that he can be immediately notified of the insufficiency of safety precautions there, the Contracting' Officer may put the work into such a condition that it shall be in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Contracting Officer. Such action of the Contracting Officer, or his failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Contracting Officer acting under authority of this section.

SECTION VIII CONTRACTING OFFICER TO GIVE ORDERS

The Contracting Officer shall make all necessary explanations as to the meaning and intention of the drawings and specifications, and shall give all necessary orders and directions.

The order or sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Contracting Officer, who shall have authority to direct the order or sequence where public necessity or welfare shall require, which approval or direction, shall however, in no way affect the responsibility of the Contractor in the conduct or the work. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Contracting Officer, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which orders are given.

SECTION IX LIABILITY OF CONTRACTOR

The Contractor shall take all responsibility for the work done under this contract, for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the Contracting Officer to give permission or issue orders relating to any part of the work, nor by any such permission given or orders issued nor by failure of the Contracting Officer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the City on account of the amount or character of the work, or because the nature of the land in or on which work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes.

SECTION X LINES, GRADES AND MEASUREMENTS

The Contractor shall make all measurements and check dimensions necessary for the proper construction of the work called for by the drawings and specifications, and during the prosecution of the work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore and for the accurate construction of the entire work.

SECTION XI WORK TO CONFORM

All work shall conform during its progress and on its completion truly to the lines, levels, and grades indicated on the drawings or given by the Contracting Officer and shall be built in a thoroughly substantial and workmanlike manner, in accordance with the plans and specifications and directions given from time to time by him. In no case shall any work in excess of the plan requirements and specifications be paid for unless ordered in writing by said Contracting Officer.

All work done without instructions having been given therefore by the Contracting Officer, or done without proper lines or levels, or done during the absence of the Contracting Officer or his agent, will not be estimated or paid for except when such work is authorized by the Contracting Officer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's sole cost and expense.

SECTION XII DISCREPANCIES ERRORS AND OMISSIONS

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Contracting Officer shall be final and binding on both parties to this contract.

Any correction of errors or omissions in drawings and specifications may be made by the Contracting Officer when such correction is necessary for the proper fulfillment of their intention as construed by him. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the items for Extra Work except where additional work may be classed under some item of work for which a unit price is included in the proposal.

The fact that specific mention of a fixture, or of any part of the work is omitted in the specifications whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to complete fully such work as is specified herein, will not entitle the Contractor to consideration in the matter of any claim for extra compensation, but the said fixtures or work, or both, must be installed or done the same as if called for by both the drawings and drawings and specifications.

All work indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

SECTION XIII PIPE LOCATION

Pipelines will be located substantially as indicated on the drawings, but the right is reserved to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the drawings, such notation is for the Contractor's convenience and does not relieve him from laying and jointing different or additional items, where required, at the unit prices agreed upon in the proposal.

SECTION XIV LIMITS OF NORMAL EXCAVATION

In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below unless other limits are indicated on the drawings or specified.

For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3 feet, a width of 3 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 2 inches below the bottom of the barrel of the pipe in earth and 6 inches in rock unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The width of trench for the cradle shall be assumed to be that above specified for pipes in trenches. No allowance will be made for additional width or depth of trench for bell holes or at the manholes.

For other structures, the normal width shall be measured between vertical planes 1 ft. outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.

SECTION XVI PROTECTION AGAINST WATER AND STORM

The Contractor shall take all precautions to prevent damage to the work by groundwater, storms, or by floodwater entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Contracting Officer may require in order that the finished work may be completed as required by the drawings and specifications.

SECTION XVII PRECAUTIONS DURING ADVERSE WEATHER

During adverse weather the Contractor shall take all necessary precautions so that the work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins or by other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means which will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture shall be warm throughout when used.

Pipe shall not be laid on frozen subgrade or when the materials at the sides of the excavation, below the top of the pipes, are frozen or there is ice or snow in the excavation or when conditions are such that the pipe, subgrade, sides of the excavation or cradle or other materials would become frozen or be subjected to a temperature below freezing. Snow, ice, frost crystals, and frozen dirt or mud shall be removed from bells and spigots of pipes before they are laid and jointed.

The Contracting Officer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season.

SECTION XVIII DEFINITIONS

Wherever the words defined in this section or pronouns used in their stead occur in the specifications, they shall have the meanings herein given.

As Directed, As Required, Etc.

Wherever in the specifications, or upon the drawings, the words “as directed”, “as required,” “as permitted,” or words of like import are used, it shall be understood that the direction, requirement, or permission of the Contracting Officer is understood and similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import shall mean approved by or acceptable and satisfactory to the Contracting Officer.

Elevation

The figures given in the contract and specifications or upon the drawings after the word “elevation” or abbreviation of it shall mean the distance in feet above the datum adopted by the Contracting Officer.

Rock

The word “rock” wherever used as the name of an excavated material shall mean boulders and pieces of concrete or masonry exceeding one-half cubic yard in volume, or solid ledge rock which, in the opinion of the Contracting Officer requires for its removal, drilling and blasting or wedging, or sledging, or barring, or breaking up with a power-operation tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator shovel, no loose, shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed. Excavated stone paving blocks and concrete roadway base within the limits of the trench excavation shall be defined and measured as “rock” excavation.

Earth

The word “earth” shall mean all kinds of material excavated or which are to be excavated, except rock as above defined.

SECTION XXII ABBREVIATIONS

Where any of the following abbreviations are used in these specifications they shall have the meaning set forth opposite each.

AAR-	-Association of American Railroads
AASHO	-American Association of State Highway Officials
ACI	-American Concrete Institute
AGA	-American Gas Association
AIEE (IEEE)	-American Institute of Electrical Engineers (Institute of Electrical and Electronic Engineers Inc.)
AISC	-American Institute of Steel Construction
ANSI	-American National Standards Institute
ARA	-American Railway Association
AREA	-American Railway Engineering Association
ASA	-United States of America Standards Institute (formerly American Standards Association)
ASCE	-American Society of Civil Engineers
ASLA	-American Society of Landscape Architects
ASME	-American Society of Mechanical Engineers
ASTM	-American Society for Testing and Materials
AWS	-American Welding Society
AWWA	-American Water Works Association
CIPRA	-Cast Iron Pipe Research Association
EIS	-Environmental Impact Statement
MEC	-Massachusetts Electrical Code
NBS	-National Bureau of Standards
NCPI	-National Clay Pipe Institute
NEC	-National Electrical Code, Latest Edition
NEMA	-National Electrical Manufacturers Association
NEWWA	-New England Water Works Association
NFPA	-National Fire Protection Association
USASI	-Standard of the United States of America Standards Institute (formerly American Standards Association)
FEDERAL SPECIFICATION	- Federal Specifications issued by the Federal Supply Service of the General Services Administration Washington, D.C.
AWG	-American or Brown and Sharpe. Wire Gage.
STL.W.G.	-U.S. Steel Wire, Washburn and Moen, American Steel & Wire Cos., Roetling Gage
USSGage	-United States Standard Gage

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES ENGLISH AND METRIC UNITS

Document 00811
Revised: 07/08/2016

This provision applies to all projects using greater than 100 tons (91 megagrams) of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

Price Adjustments will be based on the variance in price, for the liquid asphalt component only, between the Base Price and the Period Price. They shall not include transportation or other charges. Price Adjustments will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined by the Department at the time of the bid using the same method as the determination of the Period Price detailed below. The Base Price shall be used in all bids.

Period Price

The Period Price is the price of liquid asphalt for each monthly period as determined by the Department using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. The Department will post this Period Price on its website at http://www.mhd.state.ma.us/ within two (2) business days following its receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted the Department the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor. This method of period price determination was formerly called the New Asphalt Period Price Method. Separate website postings using both the New Asphalt Period Price Method and the Old Asphalt Period Price Method were discontinued after June 2013.

Price Adjustment Determination, Calculation and Payment

The Contract Price of the HMA mixture will be paid under the respective item in the Contract. Price Adjustments, as herein provided, either upwards or downwards, will be made after the work has been performed using the monthly period price for the month during which the work was performed.

Price Adjustments will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

Price Adjustments will be separate payment items. The pay item numbers are 999.401 for a positive price adjustment (a payment) and 999.402 for a negative price adjustment (a deduction). Price Adjustments will be calculated using the following equation:

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES ENGLISH AND METRIC UNITS (cont.)

Price Adjustment = Tons of HMA Placed X Liquid Asphalt Content % X RAP Factor X (Period Price - Base Price)

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS

Document 00812
Revised: 01/26/2009

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the City, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Contract Documents.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchased made during each month.

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURES(cont.)

This adjustment will be effected only if the variance from the base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

The fuel price adjustment will apply <u>only</u> to the following items of work at the fuel factors shown:

MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE – ENGLISH UNITS (cont.)

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation and Borrow Work: Items 116, 118, 120, 121, 122, 124, 125, 126, 128 (Both Factors Used)	0.29 Gallons/CY	0.15 Gallons/CY
Surfacing Work: All Items containing Hot Mix	2.90 Gallons/Ton	Does Not Apply

PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES

Document 00814
January 12, 2009

This provision applies to all projects using greater than 100 Cubic yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Information to Bidders section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the contracting officer by using the same method as for the determination of the Period Price (see below) and found in the Information to Bidders.

PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXES (cont.)

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the
Construction Economics section of *ENR Engineering News-Record* magazine or at the ENR website http://www.enr.com under **Construction Economics**. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deductions of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.