

PROJECT MANUAL

25 Meade Street Alterations

City of Worcester
Department of Public Facilities
25 Meade Street
Worcester, MA 01610

Construction Documents
May 11, 2022

Awarding Authority:

City of Worcester
455 Main Street
Worcester, MA 01608

Architect:

Habeeb & Associates Architects
150 Longwater Drive
Norwell, MA 02061
H&A JN 2124.01

PROFESSIONAL SEALS

SPECIFICATIONS

Kevin M. Provencher
Architect-of-Record



END OF PROFESSIONAL SEALS

Section 00 0010

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

SEALED BID INVITATION
(Labor, - Filed Sub-Bids NOT Required)

SEALED BID NO. 7821-W2

DATE: May 6, 2022

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

INSTRUCTIONS TO BIDDERS

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: MAY 25, 2022 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. 7821-W2, Flooring Replacement – 25 Meade Street / DPF"**

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.

GENERAL

1. This Bid Invitation covers: provide all labor, equipment, materials and supervision necessary and proper for flooring replacement at 25 Meade Street as per the attached specifications & requirements of the City of Worcester.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the **Amount of 5%** of total bid **MUST ACCOMPANY** this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**
4. A copy of the contractor's DCAM Certificate of Eligibility Forms Q7 and Update Form CQ3 must accompany this bid. Only contractors holding a Certificate of Eligibility from DCAM in the category (ies) called for, and in a single project amount higher than the estimated project cost will be able to file a bid.

THE PROJECT CLASSIFICATION IS: **FLOOR COVERING**

5. **Any and all questions or clarifications regarding this bid must be sent in writing to: Christopher Gagliastro via e-mail at gagliastroc@worcesterma.gov**
6. Please go to our website (www.worcesterma.gov) to obtain bid results following due date.
7. A pre-bid conference will be held on May 17, 2022 at 10:00 AM at 25 Meade Street, Worcester, MA. All prospective bidders are encouraged to attend.

Questions are still required to be submitted via email as noted in 5 above.

8. Every general bid which is not accompanied by a bid deposit as prescribed by paragraph (1) section forty-four B, chapter 149 of General Laws as amended, or which otherwise does not conform with section forty-four A to forty-four L, inclusive, or which is on a form not completely filled in, or which is incomplete, conditional or obscure or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such general bid.
9. The bidder to whom a contract is awarded will be required to furnish and pay for a Performance Bond of a Surety Company authorized to do business in Massachusetts, for not less than 100% of the amount of the contract awarded satisfactory to the awarding authority of the City of Worcester, which besides bonding the contractor to well and faithfully perform all the terms and conditions of the contract, shall provide security for the payment for all labor performed or furnished and all materials used in the fulfillment of said contract.
10. The bidder to whom a contract is awarded will also be required to furnish and pay for a labor and materials or payment bond, of a surety company qualified to do business under the laws of the Commonwealth, for not less than 100% of the amount of the contract awarded, satisfactory to the awarding authority.
11. These bonds to be in forms as established by the City of Worcester.
12. Purchases made by the City of Worcester are exempt from the payment of Federal Excise Taxes and Massachusetts State Sales Tax and such taxes must not be included in the quoted price.
13. The City reserves the right to reject any and all bids, if deemed in the best interest of the City, as governed by section forty-four E of chapter 149 of the General Laws.
14. Bids may be withdrawn without penalty prior to the time and date specified. For any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
15. The bidder must certify that no official or employee of the City of Worcester, Massachusetts, is financially interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G. L. c. 43, sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
16. Bids must be submitted in accordance with provisions of Chapter 149 of General Laws as amended. In the event of any inconsistency between these specifications and the cited statute, the statute shall control. **No sub bids under this contract are required to be filed.**
17. The general contract will be awarded to the lowest responsible and eligible general bidder pursuant to section forty-four A of chapter 149 of the General Laws.
18. 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 within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract. 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, subject to the provisions of Sections 44A-44J, inclusive, of said Chapter 149 of the General Laws.
19. Before submitting a quotation, each bidder must make a careful study of these specifications and proposal, and fully assure himself as to the quality of the materials and character of the workmanship required.

20. The contractor must visit the place where the work is to be performed and materials delivered, and take into consideration the existing conditions and should his quotation be accepted, he will be held responsible for any omission, misunderstanding or error, whether it results from his failure to do so or not.
21. The proposal for this work must cover all contingencies, including all labor and materials, scaffolding, tools, transportation, etc., necessary for the complete installation of everything described, shown or reasonably implied herein.
22. Wherever the title "Contracting Officer" is used, it shall be interpreted as follows:
Contracting Officer: Christopher J. Gagliastro, Purchasing Agent
23. Any prospective bidder requesting a change in or interpretation of existing specifications or terms, and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) before scheduled bid opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. The Purchasing Division shall respond in writing if the inquiry is received as described above. Oral clarifications or interpretations will be of no legal effect. **The City will not be responsible for any information, explanation or interpretation rendered in any fashion except as herein provided.**
24. Each bid shall be submitted upon the bid forms furnished by the City, copies of which are bound with the Bid. Wherever 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.
25. Section 39L of Chapter 30 of the Massachusetts General Laws prohibits the City 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 City, a certificate of the State Secretary stating that such corporation has complied with Massachusetts General Laws Chapter 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22. 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 of a foreign corporation submitted without a Certificate may be invalid and may be rejected.
26. 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".
27. 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.

[End of Instructions To Bidders Documents]

GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 **GENERAL PROVISIONS**

1.1 THE CONTRACT DOCUMENTS

1.1.1 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, Instructions 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 City, or (4) a written order for a minor change in the Work issued by the City 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.

1.2 THE CONTRACT

1.2.1 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 not to the exclusion of any 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

1.3 THE WORK

1.3.1 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.

1.4 THE PROJECT

1.4.1 The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.5 EXECUTION, CORRELATION AND INTENT

1.5.1 The Owner and Contractor shall sign the Owner-Contractor Agreement ("Agreement") in duplicate. By executing the Agreement, 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.

1.5.2 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.

1.5.3 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.

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

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

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

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

1.6 OWNERSHIP AND USE OF DOCUMENTS

1.6.1 All Drawings and Specifications furnished by the City, and all copies thereof and the copyright therein, are the property of the City. 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 City 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 City's common law copyright or other reserved rights.

ARTICLE 2 **ARCHITECT**

2.1 DEFINITION

2.1.1 The term Architect refers to either, (a) a professionally licensed architect or architectural firm hired or used by the City, or in the absence of thereof, (b) the Contracting Officer identified in the Instruction to Bidders.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide administration of the Contract, as herein described.

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 instruction 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, when applicable, the Design Services Agreement between the two.

2.2.3 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 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.

2.2.4 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.

2.2.5 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 issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.6 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.

2.2.7 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. Chapter 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.

2.2.8 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 shall be rendered in writing within a reasonable time.

2.2.9 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.

2.2.10 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, the Architect 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, whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.10 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.

2.2.11 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for 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.

2.2.12 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.

2.2.13 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 Subparagraph 9.9.

ARTICLE 3

OWNER

3.1 DEFINITION

3.1.1 The term Owner means the City of Worcester.

3.2 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, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

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 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 (7) 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 City's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount that is charged to the Contractor are both subject to prior notice being given by the Architect. 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.

ARTICLE 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 City 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 City, 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 City 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 that is not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the City. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

4.3 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 City in his administration of the Contract, or by inspections, tests or approvals required or performed.

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 City 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 Owner 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 Owner, 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 Work of consistent character and quality of design. All components of the Work including, if applicable, visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the Work. 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 its 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 which 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 Owner, 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 performed 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:

- (1) Federal Excise Taxes as applied to articles which are taxable under Chapter 12 of the Internal Revenue Code of 1954, as amended.
- (2) 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. Mechanical and Electrical trades shall secure permits associated with, and required for, their work. The permit fee for the General Contractor shall be based on the total Contract Price. Cost of fees may be obtained by calling the City of Worcester Building Department at (508) 799-1210.

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 SUPERINTENDENCE

4.8.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time daily during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the City may determine to be necessary for the expeditious completion of the Work. Only under extenuating circumstances, and with approval of the Architect and Owner, will the Contractor be allowed to substitute superintendents prior to the date of Substantial Completion. 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.

4.8.2 Where applicable, the Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish 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, roads, 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.

4.8.3 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various subcontractors in laying out their work.

4.8.4 Where applicable, 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.

4.9 PROGRESS SCHEDULE

4.9.1 The Contractor shall prepare and submit to the Architect a progress schedule as described in this document.

4.10 DOCUMENTS AND SAMPLES AT THE SITE

4.10.1 The Contractor shall maintain at the site for the Owner a 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.

4.10.2 Where applicable, refer to the Specifications Section entitled PROJECT CLOSEOUT, for additional requirements for Record Drawing and Maintenance and Operating Manuals.

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.11.1 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.

4.11.2 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.

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

4.11.4 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.

4.11.5 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.

4.11.6 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 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.

4.11.7 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.

4.11.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the Architect has approved the submittal. All such portions of the Work shall be in accordance with approved submittals.

4.12 USE OF SITE

4.12.1 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.

4.13 CUTTING AND PATCHING WORK

4.13.1 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.

4.13.2 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 of 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.

4.14 CLEANING UP

4.14.1 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 from 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 and vacuumed. 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 his expense.

4.14.2 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.

ARTICLE 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. Chapter 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 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 Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

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

5.2.3 If the Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner 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.

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 toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement

shall preserve and protect the rights of the Owner 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 its sub-subcontractors.

ARTICLE 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.

6.2 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 and 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 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 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.

7.3 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 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 RIGHTS AND REMEDIES

7.5.1 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.

ARTICLE 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.

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 Work.

8.2 PROGRESS AND COMPLETION

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

8.2.2 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. Chapter 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.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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. The format and number of copies of such Application 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 material 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 material 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 performing work on the Project 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 or 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 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 by M.G.L. Chapter 30, Section 39K.

9.5.2 The Contractor shall promptly pay each subcontractor employed upon the Work 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 the 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 payment 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 monies 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 opinion, he 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 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 is able to make such representation 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 of Payment previously certified, to such extent as may be necessary, in his 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;
- (7) persistent failure to carry out the Work in accordance with the Contract Documents; or (if applicable)
- (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. The Architect shall require written confirmation that the record drawings are "up-to-date" 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 Owner does not pay the Contractor as required by the provisions of M.G.L. Chapter 30, Section 39K, the Contractor may demand interest on such payment as provided under said statute.

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 designated 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 as provided in M.G.L. Chapter 30, Section 39K.

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, as noted in said final Certificate, is due and payable. The Architect's certification of the final Certificate for Payment will constitute 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 might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, 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 the Owner 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 though no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed or corrected and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, 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 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.

ARTICLE 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 one 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 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.

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 designated 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 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.

ARTICLE 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, occupational sickness or disease, or death of his employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- (4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the contractor or, (2) 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 - Bodily Injury & Property Damage combined single limit of \$ 1,000,000 (all owned, hired and non-owned autos).
- (4) Excess / Umbrella Liability – Per Occurrence / Aggregate: \$ 1,000,000 / \$ 1,000,000
- (5) Independent Contractors -Same limits as above
- (6) Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment.
- (7) Contractual Liability - Same limits as above.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance.

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 (30) days prior written notice has been given to the Owner.

11.1.4.1 These certificates shall set forth evidence of all coverage required above. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.2 PROPERTY INSURANCE

11.2.1 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.

11.2.2 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.

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

ARTICLE 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 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 upset 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 Workmen'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 his 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.

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.

ARTICLE 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 is found to be 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 is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the Owner or a separate contractor caused this condition, whereupon the Owner shall be responsible for such costs.

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 any designated portion thereof, or within one year after acceptance by the Owner of any 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, if any of such 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 any 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 nonconforming and which have not been corrected under Subparagraphs 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 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 that 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. 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 sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligation other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE, NON-CONFORMING OR INCOMPLETE WORK

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

SUPPLEMENTARY GENERAL CONDITIONS – PART I

STATUTORY PROVISIONS FOR MASSACHUSETTS
PUBLIC CONSTRUCTION CONTRACTS
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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 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 bidding 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)

- 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.
- k. 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.



CITY OF WORCESTER
FORM FOR GENERAL 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 (5) percent of the value of the bid. No other form of bid security will be accepted.

By submitting this bid the undersigned represents to the Owner that it has examined and understands the Advertisement for Bids, Instructions to Bidders, contract forms, Conditions of the Contract (General and Supplementary), Drawings, Specifications and all other Contract Documents and has examined the site, as defined therein, and that this bid is made with distinct reference and relation to all said Contract Documents; but the undersigned declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this bid is based solely on its own investigation and research and not in reliance upon any drawings, surveys, measurements, dimensions, calculations, estimates, or other tests or representations of any employee, officer, agent or consultant of the Owner. By submitting this bid, the undersigned agrees that it shall 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 undersigned 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: CITY OF WORCESTER

A. The Undersigned proposes to furnish all labor and materials required for the project **Flooring Replacement – 25 Meade Street / DPF**, in Worcester, MA, in accordance with the accompanying plans and specifications prepared by the City of Worcester for the contract price specified below, subject to additions or deductions according to the terms of the specifications.

B. This bid includes addenda numbered: _____

C. The proposed contract base bid price is:

_____ Dollars
written amount

(\$ _____)
numerical amount

C-2 UNIT PRICES: N/A

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.

C-3 ALTERNATES: N/A

The owner may select at its option in the order below, any Alternate or combination of Alternates, or none of the Alternates, however, no single Alternate may be selected unless every Alternate preceding it has been selected. 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.

C-4 TIME FOR COMPLETION:

The work of this contract shall begin within five days from contract execution and be completed by September 30, 2022.

- D.** The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority execute a contract in accordance with the terms of this general bid and furnish a performance and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price
- E.** The bidder hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course on construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee: and that he will comply fully with all laws and regulations applicable to awards of subcontracts subject to section 44F.
- F.** 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 the penalty of perjury that the 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)

Social Security Number or
Federal Identification Number:

(Business Address)

(City, State, and Zip Code)

E-mail Address:

Telephone: (_____) _____

Fax: (_____) _____

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____

(2) If a Partnership
Full names and addresses of all partners

<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts ? Yes _____ No _____

Principal Place of Business _____

_____	Street	_____	P.O. Box
_____	City/Town	State	Zip

Telephone No. _____

Place of Business in Massachusetts _____

_____	Street	_____	P.O. Box
_____	City/Town	State	Zip

Telephone No. _____

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 MGL c. 30, section 39L to furnish the awarding authority a certificate of the Secretary of State stating that the corporation has complied with MGL c. 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY THAT WILL SUPPLY THE REQUIRED 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 the contractor's responsibility to submit the required bond documentation in a form that is satisfactory to the City.

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts ? Yes _____ No _____

Principal Place of Business _____
Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____
Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

E.I. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name (s) of customer service representative (s) to be responsible for servicing this account in the event of contract award are:

NAME _____ (PLEASE PRINT) _____ TEL. NO. _____

NAME _____ (PLEASE PRINT) _____ TEL. NO. _____

PLEASE INDICATE YOUR FAX NUMBER FAX # _____

PLEASE INDICATE E-MAIL ADDRESS: E-MAIL: _____

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

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.

CITY OF WORCESTER

Monthly Workforce Report

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%			
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE		MINORITY OWNED	WOMEN OWNED
Contractor/Sub-Contractor	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage		
XX	600		0.0%		0.0%	YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
						YES / NO	YES / NO
MONTHLY TOTAL:		600.0	0.00	0.0%	0.0	0.0%	

PROJECT NAME _____

Construction Manager: _____

Project: _____ Contract #: _____

Period Covered: _____ through _____

		GOAL - 38%		GOAL - 10%	
PROJECT-TO-DATE:		PEOPLE OF COLOR		FEMALE	
Trade	Total Hours	PTD Hours	PTD Percentage	PTD Hours	PTD Percentage
Carpenter	600.0	0.0	0.0%	0.0	0.0%
X					
X					
X					
X					
X					
MONTHLY TOTALS	600.0	0.0	0.0%	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: 7821-W2 **City/Town:** WORCESTER
Description of Work: Flooring replacement including vinyl wall base and moving furniture at 25 Meade Street per plans and specifications
Job Location: 25 Meade Street

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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i> For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (WORCESTER)</i>	02/01/2022	\$55.01	\$11.39	\$21.65	\$0.00	\$88.05
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.65	\$0.00	\$60.55
2	60	\$33.01	\$11.39	\$21.65	\$0.00	\$66.05
3	70	\$38.51	\$11.39	\$21.65	\$0.00	\$71.55
4	80	\$44.01	\$11.39	\$21.65	\$0.00	\$77.05
5	90	\$49.51	\$11.39	\$21.65	\$0.00	\$82.55

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
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For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2022	\$44.53	\$8.68	\$19.97	\$0.00	\$73.18
	09/01/2022	\$45.18	\$8.68	\$19.97	\$0.00	\$73.83
	03/01/2023	\$45.78	\$8.68	\$19.97	\$0.00	\$74.43
Apprentice - CARPENTER - Zone 2 Eastern MA						
Effective Date - 03/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.27	\$8.68	\$1.73	\$0.00	\$32.68
2	60	\$26.72	\$8.68	\$1.73	\$0.00	\$37.13
3	70	\$31.17	\$8.68	\$14.78	\$0.00	\$54.63
4	75	\$33.40	\$8.68	\$14.78	\$0.00	\$56.86
5	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
6	80	\$35.62	\$8.68	\$16.51	\$0.00	\$60.81
7	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
8	90	\$40.08	\$8.68	\$18.24	\$0.00	\$67.00
Effective Date - 09/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.59	\$8.68	\$1.73	\$0.00	\$33.00
2	60	\$27.11	\$8.68	\$1.73	\$0.00	\$37.52
3	70	\$31.63	\$8.68	\$14.78	\$0.00	\$55.09
4	75	\$33.89	\$8.68	\$14.78	\$0.00	\$57.35
5	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
6	80	\$36.14	\$8.68	\$16.51	\$0.00	\$61.33
7	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
8	90	\$40.66	\$8.68	\$18.24	\$0.00	\$67.58
Notes:						
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80						
Step 1&2 \$30.45/ 3&4 \$36.57/ 5&6 \$56.36/ 7&8 \$62.54						
Apprentice to Journeyworker Ratio:1:5						
CARPENTER WOOD FRAME <i>CARPENTERS-ZONE 3 (Wood Frame)</i>	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						

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

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

Effective Date - 04/01/2023

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING

01/01/2020

\$47.14

\$12.75

\$22.41

\$0.62

\$82.92

BRICKLAYERS LOCAL 3 (WORCESTER)

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 <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 01/01/2022

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

Effective Date - 07/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1
DEMO: ADZEMAN
LABORERS - ZONE 2

12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	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
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Apprentice - ELECTRICIAN - Local 96

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.00	\$11.57	\$0.54	\$0.00	\$30.11
2	43	\$19.35	\$11.57	\$0.58	\$0.00	\$31.50
3	48	\$21.60	\$11.57	\$14.15	\$0.00	\$47.32
4	55	\$24.76	\$11.57	\$14.58	\$0.00	\$50.91
5	65	\$29.26	\$11.57	\$15.22	\$0.00	\$56.05
6	80	\$36.01	\$11.57	\$16.16	\$0.00	\$63.74

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.24	\$12.20	\$0.55	\$0.00	\$30.99
2	43	\$19.60	\$12.20	\$0.59	\$0.00	\$32.39
3	48	\$21.88	\$12.20	\$14.18	\$0.00	\$48.26
4	55	\$25.07	\$12.20	\$14.63	\$0.00	\$51.90
5	65	\$29.63	\$12.20	\$15.27	\$0.00	\$57.10
6	80	\$36.47	\$12.20	\$16.22	\$0.00	\$64.89

Notes:

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86
ELEVATOR CONSTRUCTORS LOCAL 41						

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2022

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

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
ELEVATOR CONSTRUCTORS LOCAL 41						

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2022	\$47.62	\$8.68	\$20.27	\$0.00	\$76.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.81	\$8.68	\$1.79	\$0.00	\$34.28
2	55	\$26.19	\$8.68	\$1.79	\$0.00	\$36.66
3	60	\$28.57	\$8.68	\$14.90	\$0.00	\$52.15
4	65	\$30.95	\$8.68	\$14.90	\$0.00	\$54.53
5	70	\$33.33	\$8.68	\$16.69	\$0.00	\$58.70
6	75	\$35.72	\$8.68	\$16.69	\$0.00	\$61.09
7	80	\$38.10	\$8.68	\$18.48	\$0.00	\$65.26
8	85	\$40.48	\$8.68	\$18.48	\$0.00	\$67.64

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$31.90/ 3&4 \$38.39/ 5&6 \$58.70/ 7&8 \$65.26

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
	07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
	01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
	07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
	01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
	07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
	01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - OPERATING ENGINEERS - Local 4						
Effective Date - 12/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29
Notes:						
Apprentice to Journeyworker Ratio:1:6						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/05/2021	\$45.01	\$11.57	\$17.42	\$0.00	\$74.00
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	09/04/2022	\$45.59	\$12.20	\$17.50	\$0.00	\$75.29
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING - WATER) PLUMBERS LOCAL 4	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS LOCAL 4	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	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

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester								
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	
Effective Date - 09/01/2022								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$24.48		\$13.80	\$12.42	\$0.00	\$50.70	
2	60	\$29.37		\$13.80	\$13.36	\$0.00	\$56.53	
3	70	\$34.27		\$13.80	\$14.31	\$0.00	\$62.38	
4	80	\$39.16		\$13.80	\$15.25	\$0.00	\$68.21	
Notes:								
Steps are 1 year								
Apprentice to Journeyworker Ratio:1:4								
IRONWORKER/WELDER			03/16/2022	\$50.30	\$8.20	\$26.50	\$0.00	\$85.00
IRONWORKERS LOCAL 7 (WORCESTER AREA)								

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2022

Effective Date - 03/16/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$30.18	\$8.20	\$26.50	\$0.00	\$64.88
2	70	\$35.21	\$8.20	\$26.50	\$0.00	\$69.91
3	75	\$37.73	\$8.20	\$26.50	\$0.00	\$72.43
4	80	\$40.24	\$8.20	\$26.50	\$0.00	\$74.94
5	85	\$42.76	\$8.20	\$26.50	\$0.00	\$77.46
6	90	\$45.27	\$8.20	\$26.50	\$0.00	\$79.97
<div>Notes: Structural 1:6; Ornamental 1:4</div>						
Apprentice to Journeyworker Ratio:						

JACKHAMMER & PAVING BREAKER OPERATOR			12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
<i>LABORERS - ZONE 2</i>								
			06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
			12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
			06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
			12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.79	\$9.10	\$16.64	\$0.00	\$47.53
2	70	\$25.42	\$9.10	\$16.64	\$0.00	\$51.16
3	80	\$29.05	\$9.10	\$16.64	\$0.00	\$54.79
4	90	\$32.68	\$9.10	\$16.64	\$0.00	\$58.42

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
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 <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile						
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08
Notes:						
Apprentice to Journeyworker Ratio:1:3						
MARBLE MASONS,TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile						
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15
Notes:						
Apprentice to Journeyworker Ratio:1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/03/2022	\$38.91	\$8.58	\$21.57	\$0.00	\$69.06
	01/02/2023	\$40.16	\$8.58	\$21.57	\$0.00	\$70.31

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.40	\$8.58	\$5.72	\$0.00	\$35.70
2	65	\$25.29	\$8.58	\$17.93	\$0.00	\$51.80
3	75	\$29.18	\$8.58	\$18.98	\$0.00	\$56.74
4	85	\$33.07	\$8.58	\$20.01	\$0.00	\$61.66

Effective Date - 01/02/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.09	\$8.58	\$5.72	\$0.00	\$36.39
2	65	\$26.10	\$8.58	\$17.93	\$0.00	\$52.61
3	75	\$30.12	\$8.58	\$18.98	\$0.00	\$57.68
4	85	\$34.14	\$8.58	\$20.01	\$0.00	\$62.73

Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66)
Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:4

MORTAR MIXER LABORERS - ZONE 2	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 01/01/2022

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

Effective Date - 07/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

 * If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$7.41	\$0.00	\$45.02
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.88	\$8.65	\$0.00	\$0.00	\$31.53
2	55	\$25.17	\$8.65	\$6.27	\$0.00	\$40.09
3	60	\$27.46	\$8.65	\$6.84	\$0.00	\$42.95
4	65	\$29.74	\$8.65	\$7.41	\$0.00	\$45.80
5	70	\$32.03	\$8.65	\$19.63	\$0.00	\$60.31
6	75	\$34.32	\$8.65	\$20.20	\$0.00	\$63.17
7	80	\$36.61	\$8.65	\$20.77	\$0.00	\$66.03
8	90	\$41.18	\$8.65	\$21.91	\$0.00	\$71.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
PAINTERS LOCAL 35 - ZONE 2	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$8.65	\$0.00	\$0.00	\$29.96
2	55	\$23.44	\$8.65	\$6.27	\$0.00	\$38.36
3	60	\$25.57	\$8.65	\$6.84	\$0.00	\$41.06
4	65	\$27.70	\$8.65	\$7.41	\$0.00	\$43.76
5	70	\$29.83	\$8.65	\$19.63	\$0.00	\$58.11
6	75	\$31.97	\$8.65	\$20.20	\$0.00	\$60.82
7	80	\$34.10	\$8.65	\$20.77	\$0.00	\$63.52
8	90	\$38.36	\$8.65	\$21.91	\$0.00	\$68.92

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$8.65	\$0.00	\$0.00	\$30.56
2	55	\$24.10	\$8.65	\$6.27	\$0.00	\$39.02
3	60	\$26.29	\$8.65	\$6.84	\$0.00	\$41.78
4	65	\$28.48	\$8.65	\$7.41	\$0.00	\$44.54
5	70	\$30.67	\$8.65	\$19.63	\$0.00	\$58.95
6	75	\$32.87	\$8.65	\$20.20	\$0.00	\$61.72
7	80	\$35.06	\$8.65	\$20.77	\$0.00	\$64.48
8	90	\$39.44	\$8.65	\$21.91	\$0.00	\$70.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *

* If 30% or more of surfaces to be painted are new construction,
NEW paint rate shall be used. *PAINTERS LOCAL 35 - ZONE 2*

01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**Effective Date - 01/01/2022**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.58	\$8.65	\$0.00	\$0.00	\$30.23
2	55	\$23.74	\$8.65	\$6.27	\$0.00	\$38.66
3	60	\$25.90	\$8.65	\$6.84	\$0.00	\$41.39
4	65	\$28.05	\$8.65	\$7.41	\$0.00	\$44.11
5	70	\$30.21	\$8.65	\$19.63	\$0.00	\$58.49
6	75	\$32.37	\$8.65	\$20.20	\$0.00	\$61.22
7	80	\$34.53	\$8.65	\$20.77	\$0.00	\$63.95
8	90	\$38.84	\$8.65	\$21.91	\$0.00	\$69.40

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.18	\$8.65	\$0.00	\$0.00	\$30.83
2	55	\$24.40	\$8.65	\$6.27	\$0.00	\$39.32
3	60	\$26.62	\$8.65	\$6.84	\$0.00	\$42.11
4	65	\$28.83	\$8.65	\$7.41	\$0.00	\$44.89
5	70	\$31.05	\$8.65	\$19.63	\$0.00	\$59.33
6	75	\$33.27	\$8.65	\$20.20	\$0.00	\$62.12
7	80	\$35.49	\$8.65	\$20.77	\$0.00	\$64.91
8	90	\$39.92	\$8.65	\$21.91	\$0.00	\$70.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 2

01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.61	\$8.65	\$0.00	\$0.00	\$29.26
2	55	\$22.67	\$8.65	\$6.27	\$0.00	\$37.59
3	60	\$24.73	\$8.65	\$6.84	\$0.00	\$40.22
4	65	\$26.79	\$8.65	\$7.41	\$0.00	\$42.85
5	70	\$28.85	\$8.65	\$19.63	\$0.00	\$57.13
6	75	\$30.92	\$8.65	\$20.20	\$0.00	\$59.77
7	80	\$32.98	\$8.65	\$20.77	\$0.00	\$62.40
8	90	\$37.10	\$8.65	\$21.91	\$0.00	\$67.66

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.21	\$8.65	\$0.00	\$0.00	\$29.86
2	55	\$23.33	\$8.65	\$6.27	\$0.00	\$38.25
3	60	\$25.45	\$8.65	\$6.84	\$0.00	\$40.94
4	65	\$27.57	\$8.65	\$7.41	\$0.00	\$43.63
5	70	\$29.69	\$8.65	\$19.63	\$0.00	\$57.97
6	75	\$31.82	\$8.65	\$20.20	\$0.00	\$60.67
7	80	\$33.94	\$8.65	\$20.77	\$0.00	\$63.36
8	90	\$38.18	\$8.65	\$21.91	\$0.00	\$68.74

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 2)	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
For apprentice rates see "Apprentice- PILE DRIVER"						
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
<div>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</div>							
Apprentice to Journeyworker Ratio:1:5							
PIPELAYER		12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2		06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
		12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
		06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
		12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY)		12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
PLUMBER & PIPEFITTER		03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42
PLUMBERS LOCAL 4							

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinis (Bellingham)</i>	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roof Waterproofng &Roof Dampproofg) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33						
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71
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	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28
Apprentice - SHEET METAL WORKER - Local 63						
Effective Date - 01/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.68	\$4.79	\$4.67	\$0.81	\$27.95
2	50	\$19.65	\$5.32	\$5.19	\$0.90	\$31.06
3	55	\$21.61	\$5.85	\$9.33	\$1.10	\$37.89
4	60	\$23.57	\$6.38	\$9.33	\$1.18	\$40.46
5	65	\$25.54	\$6.92	\$9.33	\$1.25	\$43.04
6	70	\$27.50	\$7.45	\$9.33	\$1.33	\$45.61
7	75	\$29.47	\$7.98	\$9.33	\$1.40	\$48.18
8	80	\$31.43	\$8.51	\$16.29	\$1.69	\$57.92
9	85	\$33.40	\$9.04	\$16.29	\$1.76	\$60.49
10	90	\$35.36	\$9.58	\$16.29	\$1.84	\$63.07
Notes:						
Apprentice to Journeyworker Ratio:1:3						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:1

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$56.09	\$11.39	\$22.34	\$0.00	\$89.82

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2022

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

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	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

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/05/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.43	\$11.57	\$4.10	\$0.00	\$32.10
2	55	\$18.07	\$11.57	\$4.15	\$0.00	\$33.79
3	60	\$19.72	\$11.57	\$15.32	\$0.00	\$46.61
4	65	\$21.36	\$11.57	\$15.37	\$0.00	\$48.30
5	70	\$23.00	\$11.57	\$15.42	\$0.00	\$49.99
6	75	\$24.65	\$11.57	\$15.47	\$0.00	\$51.69
7	80	\$26.29	\$11.57	\$15.52	\$0.00	\$53.38
8	85	\$27.93	\$11.57	\$15.57	\$0.00	\$55.07

Effective Date - 09/04/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.10	\$12.20	\$4.27	\$0.00	\$33.57
2	55	\$18.80	\$12.20	\$4.32	\$0.00	\$35.32
3	60	\$20.51	\$12.20	\$15.50	\$0.00	\$48.21
4	65	\$22.22	\$12.20	\$15.55	\$0.00	\$49.97
5	70	\$23.93	\$12.20	\$15.60	\$0.00	\$51.73
6	75	\$25.64	\$12.20	\$15.65	\$0.00	\$53.49
7	80	\$27.35	\$12.20	\$15.70	\$0.00	\$55.25
8	85	\$29.06	\$12.20	\$15.75	\$0.00	\$57.01

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER	03/01/2022	\$49.50	\$9.80	\$16.12	\$0.00	\$75.42
PLUMBERS LOCAL 4						
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Move Office Furniture						
MOVING HELPER	04/01/2020	\$32.60	\$17.29	\$0.00	\$0.00	\$49.89
MOVE OFFICE FURNITURE -TEAMSTERS 25						
MOVING INSTALLERS	04/01/2020	\$32.75	\$17.29	\$0.00	\$0.00	\$50.04
MOVE OFFICE FURNITURE -TEAMSTERS 25						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MOVING PACKER/CRATER <i>MOVE OFFICE FURNITURE -TEAMSTERS 25</i>	04/01/2020	\$32.65	\$17.29	\$0.00	\$0.00	\$49.94
STRAIGHT TRUCK DRIVER (MOVING) <i>MOVE OFFICE FURNITURE -TEAMSTERS 25</i>	04/01/2022	\$36.05	\$18.28	\$0.00	\$0.00	\$54.33
	04/01/2023	\$37.30	\$18.78	\$0.00	\$0.00	\$56.08
	04/01/2024	\$38.55	\$19.28	\$0.00	\$0.00	\$57.83
	04/01/2025	\$40.05	\$19.78	\$0.00	\$0.00	\$59.83
TRAILER DRIVER (MOVING) <i>MOVE OFFICE FURNITURE -TEAMSTERS 25</i>	04/01/2022	\$35.90	\$18.28	\$0.00	\$0.00	\$54.18
	04/01/2023	\$37.15	\$18.78	\$0.00	\$0.00	\$55.93
	04/01/2024	\$38.40	\$19.28	\$0.00	\$0.00	\$57.68
	04/01/2025	\$39.90	\$19.78	\$0.00	\$0.00	\$59.68

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

IMPORTANT NOTICE TO BIDDERS

**** RESPONSIBLE EMPLOYER ORDINANCE**

and

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION

BIDDERS MUST COMPLETE FORMS EOO-101 AND REO-101,
WHICH ARE PART OF THE BID SUBMISSION

GENERAL BIDDERS, PROPOSERS, TRADE CONTRACTORS, FILED SUBCONTRACTORS, AND NON-FILED SUBCONTRACTORS, AT EVERY TIER, MUST PROVIDE EVIDENCE OF COMPLIANCE WITH THE CITY OF WORCESTER'S RESPONSIBLE EMPLOYER ORDINANCE ("REO") (See, Supplementary General Conditions, Section 4.7).

PLEASE SEE THE FOLLOWING PAGES FOR FURTHER REO REQUIREMENTS.

ALSO INCLUDED IN THIS SECTION IS A COPY OF THE AGREEMENT BETWEEN THE CITY AND THE MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION THAT GOVERN THE ACTIVITIES ADDRESSED BY THE M/WBE BUSINESS ENTERPRISE AND WORKER UTILIZATION PROGRAM AND ITS ASSOCIATED FORMS CONTAINED HEREIN.

Direct any questions about these forms and procedures to:

certifiedpayrollrecords@worcesterma.gov or
purchasing@worcesterma.gov

City Hall – Room 201
455 Main Street
Worcester, MA 01608
(508) 799-1220

** This requirement applies to general bids over \$150,000 and all subcontractors at every tier exclusive of any pricing threshold.

**CITY OF WORCESTER
INITIAL STATEMENT AND CERTIFICATION OF COMPLIANCE
WITH THE RESPONSIBLE EMPLOYER ORDINANCE**

FORM REO 101 PAGE 1 OF 2

PROJECT:

CONTRACTOR:

ALL GENERAL BIDDERS, PROPOSERS, TRADE CONTRACTORS, SUBCONTRACTORS, INCLUDING SUBCONTRACTORS THAT ARE NOT SUBJECT TO G.L. c. 149, § 44F, UNDER THE GENERAL BIDDER FOR PROJECTS SUBJECT TO G.L. c. 149, § 44A(2) OR UNDER PROPOSERS FOR PROJECTS SUBJECT TO G.L. c. 149A, SHALL AS A CONDITION TO SUBMITTING A BID OR A PROPOSAL, OR OTHERWISE AS A CONDITION TO SUBCONTRACTING, VERIFY COMPLIANCE WITH THE FOLLOWING OBLIGATIONS AND SHALL CERTIFY SUCH COMPLIANCE ON A WEEKLY BASIS FOR THE DURATION OF THE PROJECT:

- 1) That the appropriate lawful Prevailing Wage Rates shall be paid to all employees and the Weekly Payroll Report Form and Statement of Compliance shall be submitted to the Contract Compliance Office on a weekly basis for the entire duration of the project;
- 2) That the contractor maintains or participates in a bona fide apprentice training program as defined by G.L. c.23, §§11H and 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the Division of Apprentice Training (DAT) of the Dept. of Labor and Workforce Development of the Commonwealth, 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;
(COMPLIANCE WITH THE APPRENTICE TRAINING PROVISION IS CURRENTLY SUSPENDED-7/24/14)
- 3) That appropriate industrial accident insurance coverage shall be furnished and maintained, for the duration of the project, for all its employees employed on the project in accordance with M.G.L. c. 152;
- 4) That the contractor/company will properly classify employees on the project 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, §148B on employee classification);
- 5) That at the time employees begin work at the worksite, each employee 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;
- 6) That the contractor/company is 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 pursuant to that statute by the Commonwealth Health Insurance Connector Authority;
- 7) That the contractor/company, for the duration of the contractor's/company's work on the project, shall make arrangements to ensure that each of its employees entering or leaving the project

**CITY OF WORCESTER
INITIAL STATEMENT AND CERTIFICATION OF COMPLIANCE
WITH THE RESPONSIBLE EMPLOYER ORDINANCE**

FORM REO 101 PAGE 2 OF 2

PROJECT:

CONTRACTOR:

individually completes the appropriate entries in a daily sign-in/sign-out log to be maintained by the contractor/company;

- 8) That the contractor/company is not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city of Worcester

THE UNDERSIGNED ACKNOWLEDGES HE/SHE HAS READ THE ABOVE OBLIGATIONS AND CERTIFIES THE CONTRACTOR'S COMPLIANCE WITH THEM.

Signed as a True Statement under Oath:

(Bidder/Company)

By: _____
(Name/Signature)

Date: _____

By: _____
(Print Name and Corporate Title)

(Seal)

**CITY OF WORCESTER
RESPONSIBLE EMPLOYER ORDINANCE REQUIREMENTS (CONT'D)**

**FORM REO 103
PAGE 1 OF 1**

PROJECT:

CONTRACTOR:

POST CONTRACT AWARD SUBMISSIONS

THE SUCCESSFUL GENERAL CONTRACTOR, CONSTRUCTION MANAGER AT RISK, TRADE CONTRACTORS AND SUBCONTRACTORS, INCLUDING SUBCONTRACTORS THAT ARE NOT SUBJECT TO G.L. c. 149, §44F, UNDER THE GENERAL CONTRACTOR FOR PROJECTS SUBJECT TO G.L. c. 149, §44A(2) OR UNDER THE CONSTRUCTION MANAGER AT RISK FOR PROJECTS SUBJECT TO G.L. c. 149A, SHALL SUBMIT THE FOLLOWING INFORMATION AS OUTLINED BELOW FOR THE DURATION OF THE PROJECT:

1. PRIOR TO EACH EMPLOYEE BEGINNING WORK AT THE WORKSITE, SUBMIT DOCUMENTATION EVIDENCING THE EMPLOYEE'S SUCCESSFUL COMPLETION OF A COURSE IN CONSTRUCTION SAFETY AND HEALTH THAT IS APPROVED BY THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. A QUALIFYING PROGRAM MUST BE A MINIMUM OF TEN HOURS IN DURATION.

2. ON A DAILY BASIS, SUBMIT DAILY SIGN-IN/SIGN-OUT LOGS THAT HAVE BEEN FILLED OUT BY EACH INDIVIDUAL EMPLOYEE ENTERING OR LEAVING THE WORKSITE. THE LOG SHALL INCLUDE THE FOLLOWING: THE LOCATION OF THE PROJECT; CURRENT DATE; PRINTED EMPLOYEE NAME; SIGNED EMPLOYEE NAME; AND THE TIME OF EACH ENTRY OR EXIT. THE LOG SHALL ALSO INCLUDE A PROMINENT NOTICE THAT EMPLOYEES ARE ENTITLED UNDER STATE LAW TO RECEIVE THE PREVAILING WAGE RATE FOR THEIR WORK ON THE PROJECT.

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION

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 the Minority/Women Business Enterprise and Worker Utilization Program, and the Responsible Employer Ordinance. 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**

General Contractors, Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors complete and submit this form as part of their bid on all City of Worcester construction projects.

Each additional subcontractor shall complete this form and submit it to the general contractor who shall forward it to the Contract Compliance Office, **PRIOR** to the subcontractor's beginning work on the project.

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. **RESPONSIBLE EMPLOYER ORDINANCE**

This Ordinance sets certain minimal requirements for all General Contractors, Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors bidding on City of Worcester construction projects.

4. **SUCCESSFUL BIDDER'S OBLIGATION TO PROCEDURES AND FORMS, EOO-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.

CITY OF WORCESTER
MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION PROGRAM

AFFIDAVIT OF ACKNOWLEDGEMENT and CERTIFICATE OF COMPLIANCE

FORM EOO-101

TO ALL CONTRACTORS:

The Bidder or Proposer and all Trade Contractors and Subcontractors under the Bidder or Proposer must complete and submit this form as part of their bid.

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 General Contractors, Trade 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 _____

Printed Name: _____ Title: _____

Address: _____ Date: _____

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 projects.

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.
2. 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 there from 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 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 1/10 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 1/10 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.

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 51% or more minority or women owned and operated.

RESPONSIBLE EMPLOYER ORDINANCE

and

MINORITY/WOMEN BUSINESS ENTERPRISE AND WORKER UTILIZATION

=====

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 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. INITIAL STATEMENT and CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-101 (Pages 1 & 2)

General Contractors, Trade Contractors, Filed Subcontractors and Subcontractors complete and submit this form as part of their bid on all City of Worcester construction projects subject to the provisions of G.L. Chapter 149 and Chapter 149A.

The REO requirements are applicable under Chapter 149 to contracts of \$100,000 or more. Under Chapter 149A the requirements are applicable only to contracts \$5M and above.

Note: Under the September 2012 revision of the REO, there is no minimum threshold for subcontractors. Hence all subcontractors, i.e., Trade Contractors, Filed Subcontractors and Non-Filed Subcontractors at every tier must comply with the requirements of the REO

The General Contractor shall forward all Trade Contractor's, Filed Subcontractor's and Subcontractor's REO-101 Forms and REO evidence to the Contract Compliance Office for approval, PRIOR to said subcontractors beginning work.

VIII. WEEKLY STATEMENT AND CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-102

At the end of each week of work, ALL Contractors, Trade Contractors, Filed Subcontractors, and Non-Filed Subcontractors regardless of tier, subject to the provisions of G.L. Chapter 149 and Chapter 149A, shall complete and submit this form along with their certified payroll reports to the Contract Compliance Office.

IX. INITIAL STATEMENT AND ADDITIONAL CERTIFICATION OF COMPLIANCE WITH THE RESPONSIBLE EMPLOYER ORDINANCE, REO-103

General Contractors, Trade Contractors, Filed Subcontractors and Subcontractors complete and submit this form as part of their bid on all City of Worcester construction projects subject to the provisions of G.L. Chapter 149 and Chapter 149A.

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 General Contractor who, in turn will transmit this form to the Contract Compliance Office within two business days of contract execution and PRIOR to the subcontractor beginning work on the project.

X. WEEKLY CERTIFIED PAYROLL REPORT and WEEKLY WORKFORCE UTILIZATION REPORT.

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.

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

SECTION 00 3126

EXISTING FURNITURE INVENTORY

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The following report IS bound in this section of the Project Manual for reference:

Movable Furniture Inventory, 25 Meade Street

Provided by City of Worcester, Public Facilities Department May 9, 3022

END OF SECTION

Movable Furniture Inventory

25 Meade Street

Ground Floor:

Entry Lobby



Needle Disposal

Corridor



Work Station



26 File Cabinets

Movable Furniture Inventory

25 Meade Street



14 File Cabinets

First Floor:



Landing Rear Sofa and 2 File Cabinets



Corridor 6 Chairs (2 shown)

Movable Furniture Inventory

25 Meade Street



Cabinet



Room 100



Room 100 2 Desks

Movable Furniture Inventory

25 Meade Street



Room 100 Small Lateral File



Room 100 3 Lateral Files



Room 100 4 Lateral Files

Movable Furniture Inventory

25 Meade Street

Room 100 Card File



Room 100 Lockers



Room 100 Lockers 2



Movable Furniture Inventory

25 Meade Street



Room 100

Table



Room 101



Room 101

Desk 1

Movable Furniture Inventory

25 Meade Street



Room 101 Desk 2



Room 101 Lateral Cabinet



Room 101 Lateral Cabinets

Movable Furniture Inventory

25 Meade Street



Room 101 Fridge and Table



Room 101 Lockers



Room 102

Movable Furniture Inventory

25 Meade Street



Room 102 Desks



Room 102 File Cabinets



Room 102 File Cabinets 2

Movable Furniture Inventory

25 Meade Street



Room 103



Room 103

Desk



Room 103

Fridge

Movable Furniture Inventory

25 Meade Street

Room 103 Copier



Room 103 Desk



Room 103 Credenza



Movable Furniture Inventory

25 Meade Street

Room 103 File Cabinet



Room 103 Desk and Table



Room 103 Credenza 3



Movable Furniture Inventory

25 Meade Street



Room 103 Desk (doesn't fit through door, contractor to move in order to install flooring)



Room 103 Desk 5



Room 103 Desk

Movable Furniture Inventory

25 Meade Street

Room 103 Shelves



Room 103 Shelves



Movable Furniture Inventory

25 Meade Street



Room 105



Room 105

Cabinets



Room 105

Cabinets

Movable Furniture Inventory

25 Meade Street



Room 105 Table



Room 105 Cabinet



Room 105 Shelves

Movable Furniture Inventory

25 Meade Street



Room 105 Copier



Room 106 & 107 & 108



Room 106 & 107 & 108

Cabinets

Movable Furniture Inventory

25 Meade Street

Room 106 & 107 & 108

Credenza



Room 106 & 107 & 108

Small Cabinet



Room 106 & 107 & 108

Cabinets



Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Cabinets



Room 106 & 107 & 108

Cabinets and Fridge



Room 106 & 107 & 108

Shelves

Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Table

Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Desk



Room 106 & 107 & 108

Table and Shelves



Room 106 & 107 & 108

Desk

Movable Furniture Inventory

25 Meade Street

Room 106 & 107 & 108

Shelves



Room 106 & 107 & 108

Shelves



Room 106 & 107 & 108

Shelves



Movable Furniture Inventory

25 Meade Street

Room 106 & 107 & 108

Shelves



Room 106 & 107 & 108

Shelves and Table



Room 106 & 107 & 108

Table



Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Credenza



Room 106 & 107 & 108

File Cabinets

Movable Furniture Inventory

25 Meade Street

Room 106 & 107 & 108

Cabinet



Room 106 & 107 & 108

Cabinet



Room 106 & 107 & 108

Table



Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Table

Movable Furniture Inventory

25 Meade Street



Room 106 & 107 & 108

Table



Room 106 & 107 & 108

Table

Movable Furniture Inventory

25 Meade Street



Room 109



Room 109

Cabinet and 9 Tables

Movable Furniture Inventory

25 Meade Street

Second Floor:



Corridor

Cabinet



Cabinet



Cabinet

Movable Furniture Inventory

25 Meade Street



Cabinet



Shelves



Scale

Movable Furniture Inventory

25 Meade Street



Room 200 Table



Room 200 Desk



Room 200 Shelves

Movable Furniture Inventory

25 Meade Street



Room 200 Desk



Room 200 Table and Cabinets



Room 200 Desk

Movable Furniture Inventory

25 Meade Street



Room 200 Cabinet



Room 201



Room 201 Conference Table

Movable Furniture Inventory

25 Meade Street



Room 201 Cabinet



Room 201B



Room 201B Shelves

Movable Furniture Inventory

25 Meade Street

Room 201B Cabinet



Room 201B Table



Room 201B Table



Movable Furniture Inventory

25 Meade Street



Room 201B Table



Room 201B Lateral File



Room 201B Shelves

Movable Furniture Inventory

25 Meade Street



Room 201B Fridge



Room 202



Room 202 Cabinets and Table

Movable Furniture Inventory

25 Meade Street

Room 202 Copier



Room 202 Desk



Room 202 Shelves



Movable Furniture Inventory

25 Meade Street



Room 202 Desk



Room 202 Table



Room 202 Desk

Movable Furniture Inventory

25 Meade Street

Room 202 Table



Room 202 Desk



Room 202 Desk



Movable Furniture Inventory

25 Meade Street



Room 202 Desk



Room 203 Cabinets



Room 203 Cabinets

Movable Furniture Inventory

25 Meade Street

Room 203 Cabinets



Room 203 Table



Room 203 Desk



Movable Furniture Inventory

25 Meade Street

Room 203 Lateral File



Room 203 Cabinet



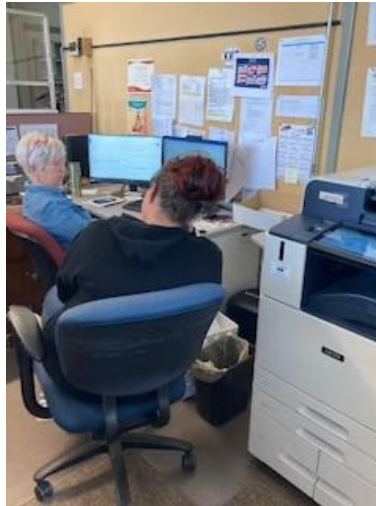
Room 203 Desk



Movable Furniture Inventory

25 Meade Street

Room 203 Copier



Room 203 Desk



Room 203 Desk



Movable Furniture Inventory

25 Meade Street



Room 203 Fridge



Room 205



Room 205 Table

Movable Furniture Inventory

25 Meade Street

Room 205 Cabinet



Room 205 File Cabinet



Room 205 Table



Movable Furniture Inventory

25 Meade Street



Room 205 Table



Room 205 Fridge



Room 205 Shelves

Movable Furniture Inventory

25 Meade Street



Room 206



Room 206

Cabinets



Room 206

Desk

Movable Furniture Inventory

25 Meade Street



Room 206 Table



Room 206 Cabinets



Room 207 **LOCKED**

Movable Furniture Inventory

25 Meade Street



Room 208



Room 208

Lateral Files and Shelves



Room 209

Movable Furniture Inventory

25 Meade Street



Room 209 Table



Room 209 Coat Rack



Room 209 Table

Movable Furniture Inventory

25 Meade Street



Room 209 Fridge



Room 209 Shelves



Room 209 Desk

Movable Furniture Inventory

25 Meade Street

Room 209 Elliptical



Room 209 Cabinet



Room 209 Cabinets



Movable Furniture Inventory

25 Meade Street

Room 209 Shelves



Room 209 Shelves



Room 209 Table



Movable Furniture Inventory

25 Meade Street



Room 209 Heavy Duty Shelves



Room 209 Table



Room 209 Desk

Movable Furniture Inventory

25 Meade Street



Room 209 File Cabinet and Shelves



Room 209 Desk



Room 209 Desk

Movable Furniture Inventory

25 Meade Street

Room 209 Shelves



Room 209 File Cabinet



Room 209



Movable Furniture Inventory

25 Meade Street



Room 209 Table and Desk

NOTE:

1. Inventory is not meant to represent ALL moveable furniture and does not account for panel workstations which shall remain in place during renovations.
2. All File Cabinets are to be moved with their contents to and from the swing space by the contractor.
3. Lateral Files will be emptied by the Owner before being moved to and from the swing space by the contractor.
4. All furniture to be stored in Swing Space or Storage Container provided by the Owner.
5. Electronic Equipment to be relocated to and from the swing space by Owner's Tech Services.
6. Owner and Employees shall remove/move personal items including their chairs.
7. Owner and Employees shall move all loose items such as drawings to Swing Space.
8. Owner shall move and store all items in Display Cases.
9. Owner to ensure access to all spaces included in Scope of Work.

SECTION 00 8600

DRAWING LIST

GENERAL

- G-001 COVER SHEET
- G-002 SYMBOLS, ABBREVIATIONS, GENERAL NOTES

PHASING PLAN

- PH-109 BASEMENT PHASING PLAN
- PH-110 FIRST FLOOR PHASING PLAN
- PH-120 SECOND FLOOR PHASING PLAN

ARCHITECTURAL

- A-109 BASEMENT FLOOR FINISH PLAN
- A-110 FIRST FLOOR FINISH PLAN
- A-120 SECOND FLOOR FINISH PLAN

END OF SECTION

SECTION 010100 - SUMMARY OF WORK**PART 1 – GENERAL****1.1 CONTRACT DOCUMENTS**

- A. The Contract Documents include the Drawings as enumerated on the Title Drawing, the general provisions of Contract, including General and Supplemental Conditions, and the provisions of this Project Manual and Addenda as a whole represent and describe the work and requirements of the Project.

1.2 GENERAL REQUIREMENTS

Attention is directed to the general and supplementary conditions and Division 1 including all sub-divisions therein attached in this document and drawings, which are made a part of this section.

1.3 SUBSTANTIAL COMPLETION

- A. The Date of Substantial Completion shall be September 30, 2022 for Contract work.
1. The Date of Substantial Completion shall remain the same, as stated above, regardless of any alternate(s) chosen to be included in the Contract by the Owner.
- B. The Contractor shall obtain a Certificate of Occupancy on or before the Date of Substantial Completion.

1.4 PROJECT DESCRIPTION**A. 25 Meade Street**

1. The project scope generally consists of flooring replacement, including vinyl wall base, moving furniture from/to work areas (excluding existing work stations) removal of existing VCT flooring on the street level, removal of existing carpet, new recessed walk-off mats at entrance lobbies, rubber flooring at corridors and on stairs and carpet tile in all offices and conference rooms and any other related work necessary to complete all of the Work of the respective Sections and indicated on the drawings.
- F. The Work of this project shall be performed by the general contractor.
- G. The Work of this project also includes the requirements in the Contract, the Sub-Contract(s), Sections 0 and Division 1 Sections, in their entirety.

RELATED WORK UNDER OTHER CONTRACTS

Work by other contractors, which will be under separate contract, may take place during the work of this contract adjacent to and within work areas of this site.

- B. Cooperate fully with other contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.5 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies; perform demolition work in accordance with applicable rules, regulations, codes, and ordinances of local, state and federal authorities.
- B. Obtain and pay for necessary building permits, licenses and certificates and give notices as required during the performance of the Work.
- C. Provide 4 copies of shop drawings and literature for Architects review and approval for the items referenced in the specifications.
- D. Provide schedule and work plan within one week of the contract signing.
- E. Attend weekly meetings (or as scheduled) with the Architect and Owner's Representative as scheduled.
- F. Provide all Closeout documents including, final acceptance, warranties, guaranties and bonds as hard copies and digitally.

1.6 RELATED WORK UNDER OTHER CONTRACTS

- A. Work by other contractors, which will be under separate contract, may take place during the work of this contract adjacent to and within work areas of this site. This work, under other contract, shall be coordinated between the different General Contractors.
- B. Cooperate fully with separate contractors so that work under those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.7 WORK SEQUENCE SCHEDULING AND COORDINATION

- A. The Work shall be sequenced, scheduled, and coordinated to achieve the Date of Substantial Completion.
 - 1. All deliveries must be scheduled at a minimum of 48-hours in advance with the Architect and Owner.
- B. The General Contractor and each Sub-Contractor shall establish and increase or decrease as appropriate the workforce, days of work, number of shifts, work hours, materials, tools and equipment needed to maintain and achieve the Date of Substantial Completion.
- C. The General Contractor and each Sub-Contractor shall increase the workforce, days of work, number of shifts, work hours, materials, tools, and equipment needed to maintain the Date of Substantial Completion as necessary to accommodate any additional work authorized by Construction Change Directives and Change Orders modifications.
- D. General Contractor will be responsible for the proper conduct of the work to ensure that all trades work together, and in harmony, to achieve substantial and final completion as specified.

1.8 WORK HOURS

- A. Normal working hours are to be Monday thru Friday from 7:00 AM to 3:30 PM, except Legal Holidays. Any working hours outside of these times shall be considered "Extended Hours" and treated as described below.

Conduct Work during daylight hours on Monday through Friday, and within the time between 6:00 a.m. and 10:00 p.m. No work is to be done on Owner's holidays, Saturdays, Sundays or outside of the work hours described above without prior approval by the Owner. Building will be occupied during the project. Coordinate schedule and areas of work with School Department. Work to be conducted outside the workdays and hours described above must be approved by the Owner with a minimum of 48-hour notice. No equipment or machinery may be started at the sites before 7:00 a.m. and all equipment must be shut off by 10:00 p.m.

The Contractor may request to work other than the work hours specified. However, approval to work other than normal hours is at the sole discretion of the Owner. If allowed, the Contractor shall be responsible for reimbursing the Owner for any expenses resulting from working outside of hours.

- B. Extended work hours shall require prior scheduling and coordination with the Architect and Owner at a minimum of 48-hours in advance.
- C. The Contractor shall pay any overtime required for the City's Clerk of Works/Owner's Representative to be on site for any work performed outside of normal working hours as defined above. No work shall take place outside of normal working hours without prior approval and the City's Clerk of Works/Owner's Representative on site.
- D. Any project related activities may not interfere with the enjoyment and use of abutting areas within the building or adjacent properties during any extended work hours.

1.9 CONTRACTOR USE OF THE PREMISES

- A. General Contractor shall have use of the site from date of contract to the Date of Substantial Completion as described above in the Work Hours paragraph.
- B. Construction vehicle access and deliveries to the project shall be made during working hours.
- C. All contractor personnel shall enter and exit the construction area through Employee Parking Lot.
- D. Do not close or obstruct the parking lot, driveways or sidewalks without the proper permit. Conduct operations with minimum traffic interference.
- E. The General Contractor shall also be responsible for returning the public areas adjacent to each work area to their original state prior to the start of work in that area.
- F. The use of internal combustion engine driven power equipment is prohibited within the building. Alternate power sources, i.e. generators and compressors, may be placed outside the building to provide power to equipment. Placement of any alternate power sources shall be subject to prior Architect and Owner approval.

- G. There will be no washing or washing out of any vehicles at the project site. The contractor shall make necessary provisions to accommodate this work off site.
- H. All cleaning and wash-down of tools and/or equipment shall be performed in areas designated only by the Architect. This will be strictly enforced.

1.10 CONTRACTOR USE OF CITY STREETS

- A. The General Contractor's personnel, and all other personnel employed on the project, shall limit their parking on the site to within the areas designated for construction parking and as permitted by the General Contractor. Additionally, Contractor personnel may park as legally allowed within City Limits. Parking on street sidewalks is prohibited.
- B. Driveway entrances, walks, and yards to abutting properties shall be kept unobstructed at all times.

1.11 WORK CONDITIONS

- A. Neither the General Contractor, nor Sub-Contractors at any level, nor their employees shall bring illegal substances or alcoholic beverages on the premises.
- B. Vulgar, abusive, obscene language or behavior will not be tolerated.
- C. Contractor's personnel engaging in the above shall be removed from the job-site.
- D. Radios or any type of "music" broadcasting systems are not allowed.
- E. This site is smoke-free; therefore smoking is prohibited within the site limits.

1.12 PROJECT MANAGER, SUPERINTENDENTS, FIELD ENGINEER AND FOREMAN

- A. The General Contractor shall provide a qualified General Superintendent, who shall be present, full time, on site daily during all work in progress until the Date of Substantial Completion, and for such additional time thereafter as the Architect may determine. Only under extenuating circumstances, with the approval of the Architect and Owner, will the Contractor be allowed to substitute for the General Superintendent prior to the date of Final Completion.
- B. The General Superintendent shall supervise and direct the activities of other superintendents and foremen on site. He shall not perform the work of foremen, tradesmen, or home office staff.
- C. Each subcontractor shall provide a Lead Foreman, responsible to be on site full time during the workday.
- D. Each foreman, in addition to his regular duties shall be responsible for establishing, maintaining, and providing record drawings, which are required to be updated prior to submitting the current period's draft Application for Payment.
- E. The General Superintendent and Lead Foreman shall not be discharged or changed without prior written consent of the Architect, which will not be unreasonably withheld. The Architect will require that all as-built information be updated and current prior to granting consent.

1.13 DAILY REPORTS AND WEEKLY OUTLINE SCHEDULE

- A. The General Superintendent shall provide a "Daily Report" to the Owner containing the following:
1. Name and manpower of each Contractor and Sub Contractor.
 2. Equipment used.
 3. Delivery of products received on site.
 4. Weather conditions at start and end of each day and any significant changes or events during the day.
 5. Significant problems, hazards or accidental injury occurring during each shift.
 6. Summary of progress made each day.
- B. A photocopy may be made of the same "Daily Report," containing the information above, that is used by the General Superintendent. The General Superintendent may obscure confidential portions of his "Daily Report" if desired. Reports are due the following day.
- C. The Superintendent shall provide the Owner a written "Weekly (look ahead) Outline Schedule" of work activities planned at the beginning of each week, for that week. The "Weekly Outline Schedule" may be a simple listing of each trade's activities delineating areas where work is to be scheduled. Note any significant milestones.

1.14 CERTIFICATE OF SUBSTANTIAL COMPLETION

- A. The Architect shall issue a Certificate of Substantial Completion for the work when and if all of the following conditions have been met:
1. The work is sufficiently complete to allow the Owner beneficial use of the premises. The work remaining to be done is not a danger to the proposed occupants and is of a minor nature.
 2. The work is sufficiently complete that the Architect may make affidavits to the Building Official as required by Controlled Construction provisions of the Building Code.
 6. The Building Official has issued a Certificate of Occupancy without restrictions or conditions relating to the contractor's work.

1.15 CITY OF WORCESTER ORDINANCES, LICENSES, PERMITS, AND FEES

- A. All Contractors shall comply with City Ordinances which may affect the work of this contract and which have not been previously covered in the Contract Documents. Requirements and fees listed are those in effect as of this writing and each Contractor shall be responsible for verifying the requirements and fee cost as currently in effect and throughout the duration of this project. This includes, but is not limited to, the following:

Worcester Police Department:

Police Details

Hourly rate for one-half day or full day.

Permits for Sunday and Holiday work

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Fee Required.

Department of Inspectional Services

Building Permit

Based on total contract price

\$11/\$1,000 up to first million dollars.

\$8.00 per each \$1,000.00 over \$1,000,000.

Orders of Building Official under Chapter 1, 780 CMR.

Ticket violation under Chapter 33, 780 CMR.

Trash Control

Ticket for Violations

Environmental Control

Air, Water, Noise Pollution - Ticket for Violations

Conservation Commission Enforcement Officer

PART 2 – PRODUCTS

(Not Used)

PART 3 – EXECUTION

(Not Used)

END OF SECTION

SECTION 012000 - PROJECT MEETINGS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
1. Pre-Construction Conference.
 2. Pre-Installation Conference.
 3. Weekly Progress Meetings.
 4. Coordination Meetings.
 5. Project Closeout Conference.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 1 Section 01 2900 "Payment Procedures" for procedures on submitting requisitions.
 2. Division 1 Section 01 3100 "Project Management and Coordination" for procedures for coordinating project meetings with other construction activities.
 3. Division 1 Section 01 3300 "Submittal Procedures" for submitting the Contractor's Construction Schedule.
 4. Division 1 Section 01 7700 "Closeout Procedures" for procedures and issues surrounding Project Completion.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference before starting construction, immediately after execution of the Agreement. Conference is to be held at the Project Site, or other agreed upon location, at a time convenient to both the Owner and Architect. Conduct the meeting to review responsibilities and personnel assignments. Submit agenda to Architect and Owner three (3) days prior to meeting date.
- B. Attendees: Authorized representatives of the Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress, including the following:
1. Introduction of All Project Members.

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2. Distribution of Contract Documents.
 3. Procedures Outlined for Contract Compliance Issues.
 4. Tentative Construction Schedule; Making Notes of Critical Dates.
 5. Critical Work Sequencing.
 6. Pre-Installation Conferences.
 7. Work Hours.
 8. Use of the Premises.
 9. Deliveries.
 10. Security Procedures.
 11. Parking and Site Access Issues.
 12. Office, Work, and Storage Areas.
 13. Housekeeping & Cleaning of Construction Areas.
 14. Safety Procedures.
 15. First Aid.
 16. Procedures for Creating Monthly Cash Flow/Schedule.
 17. Procedures for processing Draft Application for Payment Periodic Submittals Certification Statement.
 18. Procedures for processing Applications for Payment.
 19. Procedures for RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 20. Procedures for Keeping Logs on RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 21. Project Coordination Procedures & Drawings.
 22. Project Meetings & Meeting Minutes.
 23. Unit Prices.
 24. Procedures for Submittals.
 25. Quality Control, Inspections, and Testing.
 26. Temporary Facilities.
 27. Preparation of Project Closeout Documents.
- D. The Contractor shall record and promptly distribute minutes of this meeting to all project members (in attendance or not), including the Architect and Owner, and as additionally directed by the Architect.
1. Meeting Minutes shall be in a standard type-written format to remain consistent for every project meeting and include, but not limited to, the following items:
 - a. Detailed notes from all discussions of project business items in chronological order.
 - b. Updated Project Contractor, Subcontractor, Vendor List.
 - c. Updated Construction Schedule.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the Project Site before each construction activity that requires coordination with other construction.
- B. Attendees: The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.

1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop Drawings, Product Data, and quality-control samples.
 - g. Review of mockups or finish samples.
 - h. Possible conflicts.
 - i. Compatibility problems.
 - j. Time schedules.
 - k. Weather limitations.
 - l. Manufacturer's recommendations.
 - m. Warranty requirements.
 - n. Compatibility of materials.
 - o. Acceptability of substrates.
 - p. Temporary facilities.
 - q. Existing Occupancies.
 - r. Space and access limitations.
 - s. Governing regulations.
 - t. Safety.
 - u. Inspecting and testing requirements.
 - v. Required performance results.
 - w. Recording requirements.
 - x. Protection.
2. The Contractor shall record significant discussions and agreements and disagreements of each conference, and the approved schedule. The Contractor shall promptly distribute the record of the meeting to everyone concerned, including the Owner and the Architect.
3. Do not proceed with the installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

1.5 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site weekly. Notify the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request. General Contractor to record minutes of all meetings.
- B. Attendees: In addition to representatives of the Owner and the Architect, each subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All

participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.

- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 2. Review the present and future needs of each entity present, including the following:
 - a. Time & Project Progress.
 - b. Work Hours.
 - c. Updated Weekly Look-Ahead Schedule.
 - d. Critical Work Sequencing.
 - e. Off-Site Fabrication Problems.
 - f. Deliveries.
 - g. Use of the Premises.
 - h. Security Procedures.
 - i. Parking Issues.
 - j. Office, Work, and Storage Areas.
 - k. Housekeeping & Cleaning of Construction Areas.
 - l. Safety Procedures.
 - m. First Aid.
 - n. Draft Application for Payment Periodic Submittals Certification Statement (At Appropriately Timed Meeting Each Month).
 - o. Updated Submittal, RFI, SI, RFP, COP, CCD, and CO Logs.
 - p. New Submittals, RFI's, SI's, RFP's, COP's, CCD's, CO's, etc...
 - q. Any Project Coordination Issues or Drawings.
 - r. Quality Control, Inspections, and Testing.
 - s. Temporary Facilities.
 - t. Preparation of Project Closeout Documents.
 3. The Contractor shall record and promptly distribute minutes of this meeting to all project members (in attendance or not), including the Architect and Owner, and as additionally directed by the Architect.
 - a. Meeting Minutes shall be in a standard type-written format to remain consistent for every project meeting and include, but not limited to, the following items:
 - (i) Detailed notes from all discussions of project business items in chronological order.
 - (ii) Updated Project Contractor, Subcontractor, Vendor List.

- (iii) Updated Construction Schedule.
- (iv) Updated Weekly Look-Ahead Schedule.
- (v) Updated Submittal, RFI, SI, RFP, COP, CCD, and CO Logs.

1.6 COORDINATION MEETINGS

- A. Conduct coordination meetings with all trades convenient for all parties involved. In addition conduct coordination meetings when requested by the Architect or Clerk of Works.

1.7 TIME OF PROGRESS AND COORDINATION MEETINGS

- A. Conduct both meetings weekly on a day agreeable to all parties, at a designated location at the site, or other agreed upon location.

1.8 PROJECT CLOSEOUT CONFERENCE

- A. The Project Close-Out Conference shall be conducted at a time convenient for all parties involved prior to Substantial Completion. Refer to Section 01700 – Project Closeout for additional information for requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 012500- SUBSTITUTION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. References Standards and Definitions: Refer to Section 014200 "Reference" for applicability of industry standards to products specified.
 - 1. Requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule are included under Section 013300 "Submittal Procedures".
 - 2. Procedural requirements governing the Contractor's selection of products and product options are included under Section 016000 "Product Requirements".

1.3 DEFINITIONS

- A. Definitions used in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Specified options of products and construction methods included in the 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 two (2) days after commencement of the Work. Requests received more than two (2) 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 according to 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.
3. 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 and fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. 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.
 - d. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - e. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
4. Architect's Action: Within five (5) days of receipt of a request for substitution the Architect will request additional information or documentation for evaluation necessary for the evaluation of the request. Within five (5) days of receipt of the request, or of receipt of additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the 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 the Contract Sum or Contract Time is required; or in the form of the Architect's Supplementary Instructions when no change to the Contract Sum or Time is required.

1.5 WORK CONDITIONS / SEQUENCE

- A. If sub-contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor or if the General Contractor directs sub-contractors to start and continue regardless of job conditions, the sub-contractor shall so notify the Architect in writing by certified mail immediately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record non-compliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of the 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 provides the required warranty.

PART 3 - EXECUTION (Not Used)**END OF SECTION**

SECTION 012600 – CONTRACT 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 012900 "Payment Procedures" for administrative procedures governing applications for payment.
 - 2. Division 1 Section 013300 "Submittal Procedures" for requirements for the Contractor's Construction Schedule.
 - 3. Division 1 Section 012500 "Substitution Procedures" 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 on the City's Form of Supplemental Instructions.

1.4 REQUEST FOR PROPOSAL

- A. Owner initiated Request for Proposal: 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.

1.5 PROPOSED CHANGE ORDER

- A. Proposed Change Order: Using the form at the end of this section submit your proposal for the adjustment to the Contract Sum or Contract Time in response to a Request for Proposal or for Contractor initiated request for a change with Proposed Change Order.

1. Unless otherwise indicated in the Request for Proposal, 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 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 request for change with Proposed Change Order: 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 Contract Time.
 - 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 delivery charges, equipment rental, and amounts of trade discounts.
 - c. Comply with requirements in Section 01631 "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

1.6 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 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 or Construction Change Directive 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 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.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. A Construction Change Directive shall be issued for all work involving a change in contract cost or time. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. The Construction Change Directive will contain a complete description of the change in the Work and designate the method to be followed to determine change in the Contract Sum or Contract Time, or is for a lump sum amount approved by the Architect.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive, if so directed by the Architect.
 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 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.

1.9 OVERHEAD AND PROFIT

- A. Overhead and Profit will be as noted elsewhere in these specifications.
 1. Labor rates shall not exceed those shown in the contract specifications as set forth by the Department of Labor and Industries.
- 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.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 012900 – PAYMENT 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 part of this Section.
- B. Related Sections: Sections which contain requirements that relate to this Section include, but are not limited to the following:
 - 1. Section 013300

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Progress Schedule, Schedule of Values, and 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 013300 "Submittals".

1.3 PROGRESS SCHEDULE

- A. Prepare the Progress Schedule in accordance with Article 8, Paragraphs 8.2.3 and 8.2.4 of the General Conditions for approval by the Architect.
 - 1. The Progress Schedule shall conform to the requirements in Section 013300, paragraph 1.4, Contractor's Progress Schedule and the sample bound in the aforementioned paragraph.

1.4 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Progress Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Progress Schedule.
 - b. Application for Payment forms.
 - c. List of products.
 - d. Schedule of allowances, if any.
 - e. Schedule of alternates, if any.
 - f. Schedule of unit prices, if any.
 - g. List of products.

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- h. List of principal suppliers and fabricators.
 - i. Schedule of submittals.
 2. Submit the Schedule of Values to the Architect at the earliest possible date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one (1) line item for each Specification Section. Coordinate with the Architect for exact breakdown of major categories of work including, but not limited to major equipment and project closeout submittals.
 1. 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. Description of Work.
 - d. Name of subcontractor.
 - e. Name of manufacturer or fabricator.
 - f. Name of supplier.
 - g. Change Orders (numbers) that have affected value.
 - h. Dollar value to nearest dollar.
 - i. 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. Breakdown shall be done by sequence. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items, including but not limited to major equipment and project closeout submittals.
 4. Do not round amounts off to the nearest whole dollar; carry all amounts out to the two (2) decimal places and the totals 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 for each item.
 - a. Temporary facilities, project closeout submittals, and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change to the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Draft Application Preparation: Submit three (3) **draft** copies of the (current) Application for Payment at the weekly project meeting for Architect's review seven (7) days in advance of the "Payment Application Time" as indicated in the Agreement.
 1. Draft Application for Payment transmittal shall include the a fully executed Draft Cover Sheet or **Periodic Submittal Certification Statement** on Contractor letterhead (bound at the end of this section hereafter) certifying that the following Periodic Submittals are current for the appropriate period:
 - a. Originals of All Waivers of Mechanics Lien & Corresponding Logs Covering Status of All Waivers
 - b. Certified payrolls
 - c. Contract Compliance Submittals
 - d. Insurance and transfer title certificates for any material stored off site
 - e. Updated as-built drawings of record reflecting Work for the current Application period
- B. 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.
- C. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- D. Payment Application Cover Sheet Form: Complete the enclosed **Application and Certification for Payment Cover Sheet** on Contractor letterhead (bound at the end of this Section hereafter) and transmit with each Payment Application Form submittal.

- E. 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.**
- F. Application Preparation: Complete every entry on the form, including notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 2. Include only amounts of approved and fully executed Change Orders. Obtain approval from the Architect prior to inclusion into the Application.
 3. Each Application for Payment **must** be accompanied by an updated Progress Schedule. The format to which is subject to the Architect's approval.
- G. Payment for materials and/or equipment stored off site shall be considered upon the Owner's approved submission by the Contractor bill(s) of sale or such other documentation or procedures satisfactory to the Owner to establish the Owner's clear and legal title to such materials and/or equipment or otherwise provided to protect the Owner's interest. This shall include applicable insurance and transportation to the project site for those materials and/or equipment suitably stored off site under consideration for payment.
1. Any Contractor making an application for payment pursuant to Section 00200 – General Conditions, paragraph 9.3.2, shall provide the following written documentation to the Architect through the General Contractor as delineated below and as otherwise maybe reasonably requested by the Owner:
 - a. Bill of Material, Purchase Order or Invoice Number.
 - b. Product Description Listing.
 - c. Serial Numbers (If Applicable)
 - d. Materials and/or Equipment (wares) shall be segregated from all other stock or equipment and clearly labeled and/or marked as City of Worcester Property.
 - e. Wares shall be available for inspection at all times and in any event within twenty-four (24) hours after receiving prior notice from the Owner/Architect.
 - f. Provide written directions from the project site to the location of the stored wares.
 - g. Name of contact person at the storage site and applicable telephone numbers.
 - h. Method and mode of transportation from off-site storage location to the job site.
- H. Retainage: In accordance with the Supplemental General Conditions, the Awarding Authority (Owner) shall deduct a retainage not exceeding five (5) percent of the approved amount of the periodic payment. The aforesaid five (5) percent retainage deduction by the Owner is the only retainage authorized hereunder. The contractor shall not deduct any amounts from payments received on behalf of subcontractors, except those deductions specifically authorized by M.G.L. Chapter 30, Section 39(1)(a).
1. Upon the initial and any subsequent Application for Payment; requesting or reflecting a "Release of Retainage" provide a Summary cover sheet indicating the derivation arithmetically, by each line item, of the total released to date and the of the current total retainage sum.

- I. Transmittal: Upon receipt of the required periodic submittals enumerated above and upon approval of the "Draft Application", submit six (6) fully executed and notarized original copies with Cover Sheet of the current Application for Payment to the Architect by means ensuring receipt within twenty-four (24) hours. One (1) copy shall be complete, including waivers of lien and similar attachments.
 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.
- J. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.
 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.
 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 4. Waiver Delays: Submit each Application for Payment with the Contractor's waiver of mechanics lien for the period of construction covered by the previously paid application.
 - a. Submit final Application for Payment with, or preceded by, final waivers from every entity involved with performance of Work covered by the application that could lawfully be entitled to a lien.
 5. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.
- K. 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; at all tiers.
 2. List of principal suppliers and fabricators.
 3. Approved Schedule of Values.
 4. Approved Contractor's Progress Schedule see Section 01300, Paragraph 1.4.
 5. Contractor's Construction Schedule (preliminary if not final).
 6. Schedule of principal products.
 7. Submittal Schedule (preliminary, if not final).
 8. List of Contractor's staff assignments.
 9. List of Contractor's principal consultants.
 10. Copies of building permits.
 11. Copies of authorizations, permits and licenses from governing authorities for performance of the Work.
 12. Initial progress report.
 13. Report of pre-construction meeting.

14. Schedule of Pre-installation meetings.
 15. Certificates of insurance and insurance policies.
 16. Performance and payment bonds.
 17. Data needed to acquire Owner's insurance.
 18. Initial settlement survey and damage report, if required.
 19. List of Contractor's personnel names and titles assigned on the project and emergency telephone numbers.
- L. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and Submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Start-up performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage, and consent of surety
 - j. Advice on shifting insurance coverage.
 - k. Final progress photographs.
 - l. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- M. 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 incomplete Work and Work not accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to the 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.
 11. Order of Conditions Certificate of Compliance, if applicable.

PART 2 - PRODUCTS (Not Used)

Flooring Replacement

Bid Documents

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PART 3 - EXECUTION (Not Used)

CONTRACTOR LETTER HEAD

APPLICATION AND CERTIFICATION FOR PAYMENT COVER SHEET

PROJECT: _____ APPLICATION NO: _____

For
Period

Ending: _____ AMOUNT CERTIFIED: \$ _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents; and the current Payment shown herein is now due.

The Contractor further certifies that the entire amount of all previous Payments received for labor performed and materials furnished have been promptly paid to all Subcontractors whose work was certified for payment on previous applications, less, where applicable, only an amount specified in any court proceeding barring such payment and/or an amount claimed due from the Subcontractor by the Contractor as expressly authorized by M.G. L. Chapter 30, Section 39F (1) (a). No other amounts have been deducted or retained from such payments by the contractor.

Contractor: _____ STATE OF: _____

Signed by: _____ COUNTY OF: _____

Date: _____ Subscribed and sworn to before me on this
_____ Day of _____ 20__.Notary public: _____
My Commission Expires: _____**APPROVED FOR PAYMENT:**Signed: _____ Signed: _____
By: Timothy Boucher, Director By: Rob Para Jr., Architect

Date: _____ Date: _____

Signed: _____ Signed: _____
By: By:

Date: _____ Date: _____

CONTRACTOR LETTER HEAD**DRAFT APPLICATION FOR PAYMENT**
PERIODIC SUBMITTAL CERTIFICATION STATEMENT

Project Name: _____ Draft Application Date: _____

Draft Application No. _____ (Requisition No.)

For Period: Starting _____

Through Period Ending _____

(Name of Contractor)

certifies that the "Draft Application for Payment" as herein submitted with all of the following Periodic Submittals fully and completely executed and current for the appropriate time period(s) as required.

FURNISH THE FOLLOWING PERIODIC SUBMITTALS AND PROVIDE ALL REQUIRED INFORMATION FOR THE APPROPRIATE TIME PERIOD(S) AS REQUESTED. PLEASE SUBMIT ON SEPARATE SHEETS:

- I. **Original Waivers of Mechanic Lien:** List every entity who may be lawfully entitled to file a lien resulting out of this Contract, including but not limited to; contractors/subcontractors, at all tiers, vendors, and suppliers. Submit current originals of all Waivers covering all WORK completed through the period ending thirty (30) days prior to this periods "Application" date and as further required in I above.
- II. **Certified Payrolls:** All payroll reports have been submitted as required by the Contract Compliance Office.
- III. **Contract Compliance Reports:** All contract compliance reports have been submitted as required by the Contract Compliance Office.
- IV. **Insurance & Title Transfer Certificates** for material stored off site, if applicable.
- V. **Updated As-Built Drawings:** Record drawings have been submitted reflecting the work completed up to the time of Application.

This Draft Application for Payment Certification Statement and corresponding Periodic Submittals (attached) shall be reviewed by the Awarding Authority for completeness. Any deficiency, discrepancies or missing items shall cause this Draft Application for Payment to be returned to the Contractor with no action taken.

I, _____ hereby certify, that the Periodic
(Name of contractor)

Submittals indicated herein have been reviewed by the undersigned and are complete and current as required under provisions of this Contract.

(Name of Authorized Person)

(Date)

(Title)

END OF SECTION

SECTION 01 3100 – PROJECT MANAGEMENT AND COORDINATION**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for project coordination including, but not limited to the following:
1. General installation provisions.
 2. Administrative and supervisory personnel.
 3. Cleaning and protection.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Project meetings, coordination meetings, and pre-installation conferences are included in Section "Project Meetings."
 2. Requirements for preparing and submitting the Contractor's Construction Schedule are included in Section "Submittals."

1.3 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the specifications that depend on each other for proper installation, connection, and operation.
1. Where installation of one part of the Work depends on installation of other components, either before or after its own installation, schedule construction operations in the sequence required to obtain the best results.
 2. Where availability of space is limited coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
 4. The General Contractor shall as part of his work provide for all cutting, patching and drilling, not specified to be the work of others.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.

1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination Drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 1. Indicate required installation sequences.
 2. Comply with requirements contained in Section 01 3300 – Submittal Procedures.
 3. Format to be as directed by the Architect.
- B. Staff Names: Within fifteen (15) days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers. Provide twenty-four (24) hour Emergency telephone numbers listed separately.
 1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.
 2. The Contractor shall provide a copy of the list, and updates as its changes, to the Worcester Police Department and other City Departments as directed by the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

- B. Manufacturer's Instructions: Comply with manufacturer's written instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent the requirements contained in Contract Documents.
- C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Re-check measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decision to the Architect for final decision.

3.2 CLEANING AND PROTECTION

- A. During handling and installation clean and protect construction in progress and adjoining materials in place. Apply protective covering where required and as necessary to assure protection from damage or deterioration.
- B. Clean and maintain all completed construction as frequently as necessary through the remainder of the construction period.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in-progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive vibration.
 - 2. Excessive static or dynamic loading.
 - 3. Excessive internal or external pressures.
 - 4. Excessively high or low temperatures.
 - 5. Thermal shock.
 - 6. Excessively high or low humidity.
 - 7. Air contamination or pollution.

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8. Air borne debris/dust or construction particulates.
9. Water or ice.
10. Solvents.
11. Chemicals.
12. Light.
13. Puncture.
14. Abrasion.
15. Heavy traffic.
16. Soiling, staining, and corrosion.
17. Bacteria.
18. Rodent and insect infestation.
19. Combustion.
20. Electrical current.
21. High-speed operation.
22. Improper lubrication.
23. Unusual wear or other misuse.
24. Contact between incompatible materials.
25. Destructive testing.
26. Misalignment.
27. Excessive weathering.
28. Unprotected storage.
29. Improper shipping or handling.
30. Theft.
31. Vandalism.

END OF SECTION 01 3100

SECTION 01 3300 – SUBMITTAL PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1. The submittals enumerated below shall require review and/or approval by the Architect.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including:

1. Contractor's Progress Schedule.
2. Major delivery schedule.
3. Existing utility tie-in's schedule.
4. Submittal schedule.
5. Pre-Installation Conference Schedule (By Specification Section).
6. Daily construction reports.
7. Shop drawings.
8. Product data.
9. Samples.
10. Coordination Drawings.
11. Quality assurance submittals.
12. Submittal of three (3) sets of plans and specifications, complete with all addendums posted, to the City of Worcester Building Department to obtain building permit.

- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Product Substitution.
2. Periodic Submittals.
3. Permits.
4. Applications for Payment.
5. Performance and payment bonds.
6. Insurance Certificates.
7. List of Project Contractors, Subcontractors, Vendors, etc.
8. List of Personnel and Emergency Telephone Numbers.
9. City Ordinance Program Forms.

- C. The Schedule of Values submittal is included in Section 01 2900 "Payment Procedures".

- D. Section 01 7700 "Closeout Procedures" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.3 SUBMITTAL PROCEDURES/SHOP DRAWINGS

- A. Submittal procedures shall be electronic for all submittals for approval and distribution unless otherwise noted. Provide to the owner one copy of all approved submittals in an organized manner with a submittal log. All color samples must be distributed as hard copies, and also electronically filed in order to track. Electronic files shall be clean, clear and readable. Plan files to be PDF and/or AutoCAD and be to scale as appropriate. Contractor to transmit and update each submittal and process electronically, maintain a log that is distributed and updated weekly. All e-mails to clearly identify the submittal number and shall include the log, Or the contractor to maintain a web-based system used for submittals, and the construction process.
- B. Distribution: Distribution of submittals shall be distributed as follows unless otherwise noted:
1. Architect.
 2. Clerk of Works.
 3. Owner – electronic and paper copy.
 4. A minimum of Three (3) copies for the Contractor as necessary for distribution to subcontractors, suppliers, installers, manufacturers, fabricators, and any other applicable parties.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- D. Processing: All Contractors are directed to the timeliness and critical importance of expediting the submittal process. Any lead times, which may impact sequencing, should be prioritized to meet the project schedule. Architect must be notified if any delays arise that will impact lead times.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.
 2. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 3. To avoid the need to delay installation as a result of the time required to process submittals and to allow sufficient time for submittal review, all contractors' submittals shall be submitted for processing and have received final Architect's approval within 45 days from the date of Contract.
 - a. Allow ample time for initial review to achieve efficient construction sequencing. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow ample time for reprocessing each submittal to achieve efficient construction sequencing.

- d. No extension of Contract Time will be authorized because of the contractor's failure to transmit submittals to the Architect for processing sufficiently in advance of the scheduled Work.
- E. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of the Architect.
 - d. Name and address of the Contractor.
 - e. Name and address of the subcontractor.
 - f. Name and address of the supplier.
 - g. Name of the manufacturer.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
- F. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
- G. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's Progress Schedule, prepare a complete Submittal Schedule and promptly submit the schedule to the Architect.
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates.
- C. Submittal Schedule Updating: Revise the Submittal Schedule after each meeting or activity where revisions have been recognized or made. Issue the updated project schedule concurrently with each Application for Payment.

1.5 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site, and submit copies to the Architect and Clerk of Works at weekly intervals:

1. List of subcontractors at the site.
2. Count of personnel at the site.
3. Accidents and unusual events.
4. Meetings and significant decisions.
5. Stoppages, delays, shortages, and losses.
6. Emergency procedures.
7. Services connected, disconnected.
8. Equipment or system tests and startups.
9. General daily work tasks and progress.

1.6 SHOP DRAWINGS

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- C. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.

1.7 PRODUCT DATA

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
 2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. Manufacturer's printed recommendations.

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- b. Compliance with trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
- C. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
- D. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- E. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - 2. Do not permit use of unmarked copies of Product Data in connection with construction.

1.8 SAMPLES

- A. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.
- B. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
 - 1. Specification Section number and reference.
 - 2. Generic description of the sample.
 - 3. Sample source.
 - 4. Product name or name of the manufacturer.
 - 5. Compliance with recognized standards.
 - 6. Availability and delivery time.
- C. Submit samples for review of size, kind, color, pattern, and texture. Submit samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
- D. Preliminary Submittals: Submit a full set of choices where samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices.
 - 1. Preliminary submittals will be reviewed and returned with the Architect's mark, indicating selection and other action.

- E. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets. One (1) set will be returned marked with the action taken.
 - 1. Maintain sets of samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
- F. Unless non-compliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - 1. Sample sets may be used to obtain final acceptance of the construction associated with each set.

1.9 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements; submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

1.10 ARCHITECT'S ACTION

- A. Except for submittals of record or information, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return as noted in Paragraph 1.3A.
- B. Compliance with specified characteristics is the Contractor's responsibility.
- C. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The Architect will mark the stamp appropriately to indicate the action taken:
- D. Final Unrestricted Release: When submittals are marked "Approved", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 1. Final-But-Restricted Release: When submittals are marked "Approved as Noted", that Work covered by the submittal may proceed provided it complies with markings or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

2. Returned for Resubmittal: When submittal is marked “Approved as Noted - Revise and Resubmit” or “Not Approved, Revise and Resubmit”, do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the markings and resubmit without delay. Repeat if necessary to obtain different action mark.
- E. The Contractor shall not use, or permit to be used submittals marked “Approved as Noted - Revise and Resubmit” or “Not Approved, Revise and Resubmit” at the Project Site or elsewhere where Work is in progress.
- F. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned marked "Action Not Required".

1.11 DRAWINGS TO BUILDING DEPARTMENT

- A. Contractor shall submit three (3) sets of fully addenderized plans and specification to the City of Worcester Building Department upon application for the building permit.
 1. Submit drawings to architect prior to permit application for "wet stamping" of architect and engineers professional seal to the drawings. Allow up to three (3) days for this process.
 2. Any reduction in addenda plan must be legible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013000

SECTION 014000 - QUALITY REQUIREMENTS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Quality-Control Services.
- B. Quality-Control Services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests, and other similar Quality-Control Services specified in individual Specification Sections and as required by governing authorities. Costs for these services are included in the Contract Sum.
 - 1. The Contractor shall employ and pay a qualified independent testing agency to perform specified Quality-Control Services.
 - 2. Where the Owner has engaged an independent testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage a testing entity for the same or related part or element of the Work, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
 - 3. Re-testing: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with

Contract Document requirements, regardless of whether the original test was Contractor's responsibility.

- a. The cost of re-testing construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction.
4. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - a. Provide access to the Work and furnish incidental labor, facilities and equipment necessary to facilitate inspections and tests.
 - b. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - c. Provide facilities for storage and curing of test samples.
 - d. Provide security and protection of samples and test equipment at the Project Site.
- B. Owner Responsibilities: The Owner will engage and pay for the services of an independent testing agency to perform inspections, tests or other Quality-Control Services specified to be performed by independent testing agencies and not specified as the responsibility of the Contractor and/or are provided for by another identified entity. Costs for these services are not included in the Contract Sum.
 1. The Owner shall employ and pay for the services of a qualified independent testing agency, testing laboratory or other qualified entity to perform Quality-Control Services, which are the Owner's responsibility.
- C. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
 1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 3. The agency shall not perform any duties of the Contractor.
- D. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the Work and test method.
 - g. Identification of product and Specification Section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample taking and testing.
 - k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in the types of inspections and tests to be performed.
1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State of Massachusetts.

1.6 WORK CONDITIONS / SEQUENCE

- A. If sub-contractors find that conditions are not appropriate for them to begin the work of their trade or if they are directed to perform their work out of sequence by the General Contractor or if the General Contractor directs sub-contractors to start and continue regardless of job conditions, the sub-contractor shall so notify the Architect in writing by certified mail immediately.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
- B. Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION

SECTION 014200 - REFERENCES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. Indicated: The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as shown, noted, scheduled, and specified are used to help the reader locate the reference. There is no limitation on location.
- C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted mean directed by the Architect, requested by the Architect, and similar phrases.
- D. Approved: The term approved, when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. Regulations: The term regulations includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term furnish means supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations to the location within the project where the product will finally be installed.
- G. Install: The term install describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. Provide: The term provide means to furnish and install, complete and ready for the intended use.
- I. Installer: An Installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term experienced, when used with the term Installer, means having a minimum of five (5) previous projects similar in size and scope to this Project, being familiar with the

- special requirements indicated, and having complied with requirements of the authority having jurisdiction.
2. Trades: Using terms such as carpentry is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as carpenter. It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no choice or option. However, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project site is the space available to the Contractor for performing construction activities either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is located.
- K. Testing Agencies: A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16 Division format and MASTERFORMAT numbering system.
- B. Specification Content: This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 1. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

- a. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with two (2) or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Architect for a decision before proceeding.
 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the Text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. Copies of Regulations: Obtain copies of governing regulations and retain at the Project site to be available for reference by parties who have a reasonable need, if requested by the Architect.

1.6 SUBMITTALS

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- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary construction and support facilities required include, but are not limited to:
 - 1. Waste disposal services.
 - 2. Temporary yard and storage on and off-site.
 - 3. Construction aids and miscellaneous services and facilities.
 - 4. Sweeping compound.
 - 5. Emergency portable generators of size required, if permanent power is temporarily unavailable.
 - 6. Water service and distribution, if water supply to adjacent occupied spaces is temporarily unavailable.
 - 7. Parking
- C. Security and protection facilities required include, but are not limited to:
 - 1. Temporary weather protection, enclosures, and covers.
 - 2. Temporary fire protection and fire watch if required by Worcester Fire Department.
 - 3. Barricades, warning signs, lights.
 - 4. Temporary partitions between occupied areas and construction areas, STC 48 or better.
- D. Where a distinction is made in this specification section between temporary services to be provided by a General Contractor and those to be provided by a Subcontractor, the purpose is only to clarify which costs are to be included by the applicable parties for inclusion in the applicable bids and contracts that would follow. These distinctions have no bearing upon the Contract between the Owner and General Contractor and do not limit in any way the General Contractor's responsibility to provide all such temporary services without additional cost to the Owner. For the sake of clarity in this specification section, the term General Contractor has been used for the person called the Contractor in other specification sections, when the intent is that that person shall provide a service directly at his own expense rather than at the expense of one of the Subcontractors from whom the Owner has taken filed sub-bids.
- E. The temporary services describes in this specification section may not be adequate to provide for all of the needs of the General Contractor or all Subcontractors, but are intended only to provide a basis for obtaining filed sub-bids. The General Contractor or any Subcontractor requiring additional temporary services for the proper execution of his work or because of

climatic conditions shall arrange for and obtain such services at his own expense without further compensation by the Owner.

- F. The Contractor shall be responsible for restoring all landscaped areas affected by the work of this project to their original “like-new” state that existed prior to work commencing. This restoration work shall include, but not be limited to, planting beds with mulch, trees, shrubs, and lawn areas. Great care should be taken during the course of the work to not damage nor destroy any landscaping impacted by this work. Any landscaping disturbed, damaged, or destroyed shall be restored, repaired, or replaced in-kind at no cost to the Owner.

1.3 SUBMITTALS

- A. Schedule: Submit a schedule indicating implementation and termination of each temporary utility within fifteen (15) days of date established for Commencement of the Work.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
1. Commonwealth of Massachusetts State Building Code requirements; 9th Edition.
 2. Federal, State and City Health and safety regulations.
 3. Utility company regulations.
 4. Police, Fire Department and Rescue Squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
1. NFPA Code 241.
 2. NFPA 70.
 3. ANSI A10.
 4. NECA NJG-6.
- C. Electric Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70.
- D. Inspections: Arrange for authorities having jurisdiction to inspect and test temporary utilities prior to use. Obtain required certifications and permits.

PROJECT CONDITIONS

- E. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change from use of temporary service to use of permanent service.
- F. Conditions of Use: Maintain temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload temporary facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, unsanitary conditions, or public nuisances to develop or persist on the site.
- G. Maintain the continuity of all utility services at all times across all Phases of the Construction Project, unless otherwise directed by the Architect or Owner.

PART 2 - PRODUCTS**2.1 MATERIALS**

- A. General: Provide new materials suitable for the use intended, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY WATER

- A. Definitions:
 - 1. Water Access Point: A point, within the Project area, at which water is available during construction.
- B. Charges: The General Contractor shall pay for all facilities to provide water during construction, while the Owner will supply and pay for water during the construction. The General Contractors shall pay for backflow preventer if utilizing Owners Hydrant for water.
 - 1. The furnishing of water by the Owner shall be conditional upon all contractors being conservative and prudent in its use. In the event of any contractor is repeatedly wasteful in the use of water thus provided, the Owner reserves the right to charge the General Contractor for wasteful usage at an equitable rate for the additional portion of water used.
- C. Temporary Water: The General Contractor shall be responsible for all facilities to provide water during construction as defined above and further specified as follows:
 - 1. Except under unusual circumstances, when otherwise specified or approved by the Architect, all water shall be of potable quality.
 - 2. The General Contractor shall provide all necessary piping, valving, hose bibbs, hosing, etc. to provide temporary water during construction from a water access point determined by the Owner's Representative. Any facilities running within the building are required not to leak. Any damage incurred due to leaks shall be repaired at the expense of the General Contractor.
 - 3. The General Contractor shall pay for and be responsible for the protection of Temporary Water, which he installs, from freezing and other damage.

2.3 TEMPORARY HEAT

A. Definitions:

1. Temporary Heating & Ventilating: The General Contractor shall provide temporary heat and ventilation, as needed, to work areas outside the building to maintain minimum temperatures described below. The General Contractor shall also provide temporary heat and ventilation, as needed, to work areas inside the building to maintain an indoor temperature of 68 degrees Fahrenheit during the winter months and 75 degrees Fahrenheit during the summer months.

- B. Charges: The General Contractor shall pay for all temporary heat and ventilation as defined above. The General Contractor shall pay for all fuel required for Temporary Heat and Ventilation. The Owner shall pay for all electrical energy use charges.

1. The furnishing of electrical energy by the Owner shall be conditional upon being conservative and prudent in its use. In the event that any contractor is repeatedly wasteful in the use of electrical energy thus provided, the Owner reserves the right to charge the General Contractor at an equitable rate for the additional portion of electrical energy used.

- C. Temporary Heating: Portable heating units shall be of sufficient capacity and number and shall be located so that damage to any part of the project from low temperature will be prevented and that concrete, masonry, and other components requiring curing shall be properly cured.

1. Heaters for temporary heat shall be temporary steam generators, forced air heaters, or other type heaters located outside the building or vented to the outside of the building. Type(s) shall be such as to not damage or stain construction or any part of the existing building. Heaters must be UL approved.
2. At no time will oil-burning "salamander" type heaters be used, nor will non-vented, open flame heaters be used inside the building.
3. Propane-type heaters shall not be used at anytime within the area of the building or near stockpiles of combustible materials.
4. Temporary heating shall apply to winter conditions.

- D. Temporary Ventilation: Portable ventilation units shall be of sufficient capacity and number and shall be located so that damage to any part of the project from excess humidity will be prevented and that concrete, masonry, and other components requiring curing shall be properly cured.

2.4 TEMPORARY POWER AND LIGHTING

A. Definitions:

1. Temporary Electric: The furnishing, installing, maintenance, and removal of all wiring, fusing, switches, outlets, lamps, and accessory electrical devices required to provide lighting and power needed by all construction trades for the duration of construction.

- B. Charges: The General Contractor shall pay for all facilities for Temporary Electric. The Owner shall pay for all use charges for electrical energy.
1. The furnishing of electrical energy by the Owner shall be conditional upon all contractors being conservative and prudent in its use. In the event that any contractor is repeatedly wasteful in the use of electrical energy thus provided, the Owner reserves the right to charge the General Contractor at an equitable rate for the additional portion of energy consumed.
- C. Temporary Electricity: The General Contractor shall pay for and be responsible for Temporary Electric as defined above and further specified as follows:
1. The General Contractor shall provide temporary electricity during construction from an electrical service access point determined by the Owner's Representative.
 2. The Temporary Electricity is expected to be used during normal working hours, as defined in Section 01 0100 – Summary of Work. No additional charge shall be made by the General Contractor for switching the system on and off to meet this time requirement.
 3. Responsibility of compliance with local, state, and national codes for installation of the Temporary Electric service shall be borne by the General Contractor.
 4. The General Contractor shall be responsible to service and maintain all temporary lighting during the construction.
 5. The General Contractor shall be responsible to pay for the following Temporary Electricity. This schedule will not necessarily provide for all requirements of all contractors. The General Contractor or any Subcontractor having requirements for power, lighting, or service other than those provided herein, shall make the necessary arrangements to obtain such power, lighting, or service at his own expense.
 - a. The General Contractor shall obtain all necessary permits, shall furnish and install the temporary electrical power and lighting systems, and shall pay for all labor, materials, and equipment required for this work. All such temporary electrical work shall meet the requirements of the Massachusetts Electrical Code and OSHA.
 - b. The Electrical Subcontractor shall furnish and install a feeder, or feeders, of sufficient capacity to provide additional lighting to the work areas, as required, to properly carryout the work. Temporary lighting shall be based on the following requirements:
 - 1) Rooms or spaces under 250 square feet: Two (2) 100-watt lamps.
 - 2) Rooms or spaces over 250 square feet and under 500 square feet: Four (4) 100-watt lamps.
 - 3) Rooms or spaces over 500 square feet and under 1,000 square feet: Two (2) 200-watt lamps.
 - 4) Rooms or spaces over 1,000 square feet: Two (2) 200-watt lamps for every 1,000 square feet or fraction thereof.
 - 5) Sufficient additional wiring outlets and lamps shall be installed to insure proper lighting in stairwells, corridors, and passage areas.
 - 6) Temporary power, in addition to the lighting requirements, shall be provided throughout the building for electrically operated tools, based on a minimum of 0.50 watts per square foot.
 - 7) Outlets shall be located at convenient points so that extension cords of not over 50 feet in length will reach all work requiring light or power.
 - 8) All Electrical Outlets shall be properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide

- receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light, for connection of power tools and equipment.
- 9) All Electrical Power Cords shall be grounded extension cords that are “hard-service” type where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
 - c. All necessary cables, load centers, switches, and accessories required for the temporary light and power installation shall be provided and installed by the General Contractor.
 - d. The General Contractor shall furnish and install all lamps, both initial and replacement until the Date of Substantial Completion.
 - e. Temporary light and power requirements herein required are for the use of all trades working at the site.
 - f. All Contractors and Subcontractors shall, individually, furnish all extension cords and lamps, sockets, motors, and accessories required for their work.
 - 1) All Electrical Power Cords shall be grounded extension cords that are “hard-service” type where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
 - g. Any of the Contractors or Subcontractors shall reimburse the General Contractor for any of the following:
 - 1) Any temporary wiring of a special nature, other than that specified above, required for their work.
 - 2) Any temporary wiring of construction offices and buildings used by them.
 - 3) Any temporary wiring for protective night lighting.
 - h. The General Contractor shall be responsible for removing all temporary wiring, service equipment, and accessories when and as directed to by the General Contractor.
 - i. The provisions of the Massachusetts Electrical Code shall be strictly complied to, with special respect to Article 305 of said code, and the following precautions shall be taken:
 - 1) Open conductors shall be fastened at the ceiling height at minimum of 10 feet intervals. Conductors may not be laid on the floor, and receptacles or fixed equipment circuits shall contain a separate equipment-grounding conductor if run as open wiring. Receptacles shall be of the grounding type. Branch circuits shall also be of the grounding type, unless installed in a complete metallic conductor and receptacles electrically connected to the grounding conductor. Neither bare conductors nor earth returns shall be used for wiring of any temporary circuits. Grounding circuits shall never be interrupted.
 - 2) All 15 and 20 amp receptacle outlets on single phase circuits which are used for construction purposes shall be equipped with ground-fault circuit interrupters, reset button, and pilot lights; as required by Article 210 of the Massachusetts Electrical Code.
 - 3) All outlets shall be properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets.

2.5 TEMPORARY SANITARY FACILITIES

1. The General Contractor shall provide ample toilet facilities with proper enclosures for the use of workmen employed on the work to be as located within the construction areas on site where permitted by the Architect.

- a. Provide the Architect with a schedule of maintenance and cleaning. Provide toilet facilities with hand washing sanitizer dispenser, paper towels, and cleaners.
- b. Toilet facilities shall be installed and maintained in conformity with the governing laws and building code. They shall be properly lit, ventilated, and kept clean at all times.
- c. At no time shall any Contractor Personnel use toilet facilities outside the work areas or in any Owner occupied parts of the building.

2.6 TEMPORARY WEATHER PROTECTION

A. Definitions:

1. Weather Protection: The furnishing, installing, maintenance, and removal of temporary closures, covers, shields, and any other weather protection devices as required to protect work in place and permit construction to proceed during cold or inclement weather.
- B. Weather Protection Standard: The following weather protection standards pursuant to Chapter 597 of the Acts of 1980, modifying Sections 44F and G of Chapter 149 of the General Laws, are hereby incorporated into this specification, and shall be considered supplementary to the temporary heating and temporary enclosure requirements. Under the provisions of Chapter 149, Section 44F(I) and Section 44G, Paragraph D, of the General Laws, General Contractors are required to provide weather protection to allow building construction to be carried on during the months of November through March. These standards do not require enclosures for heat for operations that are not economically feasible to protect in the judgment of the Awarding Authority; including for example, site work, excavation, pile driving, steel erection, erection of certain exterior panels, roofing, and the like.
 1. The General Contractor shall provide and install weather protection.
 2. Weather protection shall be provided during the months of November through March.
 3. Temperature at the working surface shall be at least forty degrees Fahrenheit (40° F). This provision does not supercede any specific greater requirements for the methods of construction or curing of materials.
 4. Weather protection materials, equipment, and the installation thereof, shall comply with all safety rules and regulations including the provisions for adequate ventilation and fire protection devices.
 5. At completion of work, the General Contractor shall remove temporary weather protection and restore all surfaces to first class condition.
 6. The General Contractor may choose, if the Awarding Authority approves, to use the permanent heating system for temporary heat after the building is enclosed and the system has been tested and is ready to operate.
 - a. The General Contractor shall thoroughly clean and restore to first class condition, acceptable to the Awarding Authority, all portions of the permanent heating system that are used for heating during construction.

- b. Use of the permanent heating system for weather protection shall not affect any heating system guarantee that may be due to the Awarding Authority; such guarantee shall begin to run only when the Awarding Authority accepts the building.
- 7. Reporting Requirements:
 - a. Within thirty (30) calendar days after Contract Award the General Contractor shall submit, in writing to the Awarding Authority for approval, its proposed plan for weather protection. Refer to Section 013300 – Submittal Procedures for additional information regarding the appropriate procedure in preparing this submittal.
 - b. The General Contractor shall furnish and install accurate Fahrenheit thermometers at places designated by the Awarding Authority to determine whether the required temperature is being maintained.

C. Temporary Covers and Enclosures:

- 1. Except as otherwise specified herein below, all costs of closing openings in new construction and the exterior of the existing buildings where opened to the weather, including temporary covers and enclosures, shall be borne by the General Contractor. Enclosures must be built around various portions of the new construction and new exterior openings in the existing building as the work progresses if, and as necessary to totally insure against the intrusion of rain, snow, and other moisture which might damage the new or existing materials or finishes and as necessary to maintain the minimum temperatures specified.
 - a. Where roofs, exterior walls, windows, or other elements of new or existing buildings or structures providing weather protection are to be temporarily opened to the weather, they shall be fully enclosed or covered with securely attached and well draining enclosures whenever inclement weather is occurring or is threatening, to assure absolute weather protection. Any and all damage to the new or existing buildings or structures, including all materials and finishes thereon, caused by inadequate protection shall be made good by the General Contractor without further cost to the Owner.
- 2. All such weather tight enclosures shall provide a reasonable open area to permit drying of new wet materials while at the same time making it possible to maintain the required interior temperatures. The General Contractor shall provide sufficient continuous ventilation until the time that the “wet” work of the project has dried sufficiently to receive finished woodwork and other materials subject to moisture damage, at which time the ventilation shall be maintained at approximately the anticipated conditions of final use of the project.
- 3. The permanent doors and frames shall not be used as temporary enclosures prior to the time of delivery of finished woodwork or acoustical materials. Temporary wood or plywood doors with wood frames and proper hardware to make the doors self-closing shall be provided, instead, at the door openings.
- 4. As parts of the temporary enclosures, the permanent doors, windows, and fixed glass may be used, provided sufficient ventilation area is available and that extreme care is taken to prevent damage to the same. Where available ventilation area is limited, intake and discharge fans may be used to increase air movement through the construction areas.

Before delivery of finished woodwork or other materials subject to moisture damage, the permanent windows, roof accessories, fixed glass, doors, and entrances must be in place. Spark-proof fans shall also be provided to remove toxic or obnoxious fumes from enclosed areas as may be required.

5. Once temporary enclosures are in place, a temperature of at least 55 degrees Fahrenheit shall be maintained within all interior workspaces. From time of delivery of first shipment of finished woodwork or other finished materials subject to moisture damage, a temperature of at least 60 degrees Fahrenheit shall be maintained within all interior spaces. Temperatures shall be maintained at this level until time of substantial completion of the project or occupancy by the Owner, whichever is sooner, and shall not be discontinued until definite arrangements for same have been made by the Owner.
- D. Weather Protection by Subcontractors: The General Contractor shall provide at his own expense all Weather Protection as defined above except as follows:
1. Each Subcontractor shall pay for and be responsible for the weather protection of his tools, devices, equipment, appliances, and appurtenances to used in the accomplishment of his work and for weather protection of materials furnished by him until such materials are incorporated as a physical part of the Project.
 2. Protection and heating of aggregates and water for concrete and mortars shall be the responsibility and at the expense of the respective Subcontractors furnishing concrete and mortars.
 3. Construction Water Facilities, furnished and installed by the General Contractor, shall be protected against freezing by the Contractor at his own expense.
 4. Hoses, piping, and accessory devices installed and connected by others to the water facilities furnished by the Contractor shall be protected against freezing by the installer at his own expense.

2.7 TEMPORARY FIRE PROTECTION

- A. The General Contractor shall take all necessary precautions for the prevention of fire during construction. He shall be responsible that the area within the contract limits is kept orderly and clean and that combustible rubbish is promptly removed from the site. Combustible materials shall be stored on site in a manner and at locations approved by the Architect. The General Contractor shall comply with all suggestions regarding fire protection made by the Insurance Company with which the Owner maintains his fire insurance.
- B. The General Contractor shall provide and maintain in good working order, under all conditions, readily available to all portions of the site and work, suitable and adequate fire protection equipment and services. Such facilities shall include, but are not limited to, the furnishing and maintaining in good working order a minimum of two (2) standard, Underwriters' Laboratories labeled, 2-1/2 gallon capacity fire extinguishers per floor.
- C. Smoking shall be prohibited on the premises and signs to this effect shall be posted conspicuously.
- D. Fires shall not be built on the premises.

2.8 TEMPORARY CRANES, LIFTS, DERRICKS, AND HOISTING SERVICES

- A. The General Contractor shall furnish, install, operate, and maintain in safe condition all crane services outside of the building for his own use and for the use of all Subcontractors on the project to properly carry out and complete the work, except as may otherwise be specifically provided for in any of the trade sections of the Specifications.
- B. All crane services shall be provided at no cost to the Subcontractors for their work.
- C. Each Subcontractor shall, however, provide their own lifts, derricks, hoisting services, etc. (excluding crane services outside the building) for their own work outside and inside the building to properly complete their work.
- D. All cranes, lifts, derricks, and hoisting equipment, machinery, and operation shall comply in all respects to the governing laws and codes.

2.9 TEMPORARY STAGING AND SCAFFOLDING

- A. The General Contractor shall furnish, erect, and maintain in safe condition all exterior and interior staging and scaffolding required for his own use.
- B. Each of the Subcontractors shall furnish, erect, and maintain in safe condition all exterior and interior staging and scaffolding for their own use.
- C. All staging and scaffolding shall be enclosed at the ground by a temporary construction fence as defined elsewhere in this Section.
- D. Staging and scaffolding shall comply in all respects to the governing laws and codes.

2.10 TEMPORARY BRACING, SHORING, SHEETING, AND TIE-DOWNS

- A. The General Contractor shall take all precautions to protect the Work against collapse or other damage by earth or construction loads, high winds, snow and rain loads, damage by adverse weather conditions or geological disturbances, or other cause, by temporary bracing shoring, sheeting, guying, lacing, covering, weighting, and other reasonable and prudent means.

2.11 TEMPORARY STAIRS, LADDERS, RAMPS, PLATFORMS, ETC.

- A. The General Contractor shall provide and maintain all necessary temporary stairs, ladders, ramps, platforms, and other temporary construction required for the proper execution of the work, all of which shall comply with requirements of the governing laws and codes and/or as required by local building officials.
- B. As soon as the permanent ladders and hatches are installed, the General Contractor shall provide temporary protective measures acceptable to the Architect to maintain their new condition until substantial completion, so to assure that such items will not be damaged as the remaining work progresses.

2.12 TEMPORARY FENCING, BARRIERS, AND PARTITIONS

- A. Protection: The General Contractor shall be fully responsible for security of the work areas of the site and for patrolling and protecting the work under construction and his and the Owner's materials stored or otherwise located on the site.
- B. Temporary Barricading: In addition, the General Contractor shall provide other temporary fencing, barricading, and overhead protection of substantial nature to protect workmen, other personnel, and the public against various hazards and attendant nuisances that come about as the work progresses such as, but not necessarily limited to, falling materials, dangerous excavations, dangerous projections or obstructions, stored or stock piled materials, etc. Comply fully with recommendations of the Association of General Contractors and provisions of the governing laws and codes.

Note: As part of requirement for overhead protection, include substantial, well constructed, walkways covers sufficient to assure pedestrian safety, in accordance with recommendations of the Association of General Contractors and provisions of the governing laws and codes.

- C. In addition, the General Contractor shall provide all necessary protective barriers within the existing building as required to assure the safety of persons and property wherever work of this Contract is being carried out. Include substantial, well constructed, protective barriers at all construction work-limit-lines separating Contract work areas from areas occupied by the Owner. Also include flameproof dust-curtaining and block or filter mechanical return air systems in a safe manner, in cooperation with Mechanical trade, between areas where dust effusive work is being carried out and other interior areas of the new addition and existing building to prevent passage of dirt and dust. Barriers, curtaining, etc., must be self-supporting, and must not depend on building construction for primary structure or anchorage. Locations and quantities of barriers and dust curtaining shall at all times be subject to Owner's and Architect's approval, but such approval, or lack of inspection or approval, by the Owner or the Architect, shall not be construed as relieving the Contractor of any of his responsibilities under the Contract.

2.13 TEMPORARY STORAGE FACILITIES

- A. Space for storage of materials shall be confined to the construction areas outside the building and as designated and/or approved by the Architect.
- B. Locations where construction equipment may be stored during non-working hours shall be as acceptable to the Owner. Construction equipment shall not present a hazard when stored.

2.14 NOISE, DUST, AND POLLUTION CONTROL

- A. All work performed under the Contract shall conform to the requirements of Chapter III, Section 31C and Section 142D of the General Laws, Commonwealth of Massachusetts and Rules and Regulations adopted thereto by the Commonwealth of Massachusetts, Department of Public Health, and the requirements of local noise, dust, and pollution control laws, ordinances, and regulative agencies applicable to the work.

- B. The General Contractor shall provide temporary partitions to prevent noise, dust, pollution or order from entering occupied spaces. Temporary partitions shall have STC of 50. Submit location plan and type of construction for temporary partitions for approval.
- C. Control of air borne dust or pollution from the site with spray or as otherwise may be necessary to prevent the migration of any dust or pollutants.
- D. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental protection regulations.
 - 1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, or pollution.
 - 2. Vacuum equipment shall be equipped with HEPA filters.
 - 3. Vacuum carpeted areas.
 - 4. Wet mop floors to eliminate trackable dirt.
 - 5. Sweeping shall be allowed only with the use of a non-oil based sweeping compound followed by vacuuming any remaining residue.
 - 6. Wipe down walls and doors of demolition enclosure.
- E. Disposal: Remove and transport debris, in a manner that will prevent spillage on adjacent surfaces and areas, to the construction dumpster(s).
- F. Cleaning: Clean areas adjacent to the work area of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

2.15 WATER CONTROL

- A. The General Contractor shall be responsible for site drainage and snow removal within the limit-of-work lines and shall maintain such drainage and removal during the life of the Contract in a manner approved by the Owner and Architect, and so as not to adversely affect the adjacent areas.
- B. Water from the Work of this Project shall be disposed of in such a manner as not to be a threat to public health nor cause damage to public or private property. It shall not be disposed of over surfaces of roads, walks, and streets, nor be permitted to cause any interference with the normal use of the same.
- C. Removal of snow and ice from within the limit-of-work lines at the site as required to maintain the continual progress of the work, including that required to keep work areas, access roads, and storage areas clear, free, and in use, and as required to prevent damage to existing construction and new work in places.

2.16 CONSTRUCTION CLEANING AND CONSTRUCTION DUMPSTERS

- A. The General Contractor shall provide and pay for temporary dumpster type trash containers outside the building for use by all Subcontractors, and shall have the containers replaced,

- hauled away, and the contents legally disposed of at sufficient intervals to maintain them at all times in sufficiently empty condition that they are ready to receive trash and debris.
- B. All construction dumpsters shall be located in the parking lot within the construction staging area and where permitted by the Owner.
 - C. Each Contractor on the project shall be responsible for removing their own trash and debris from the building to the construction dumpster(s).
 - D. Waste materials and rubbish, which might otherwise raise dust, shall be sprinkled during handling and loading to minimize this effect. Debris shall be carried out of the structure in containers or dropped in fully enclosed chutes and shall not be passed through, or thrown from, windows or other wall openings, and in no case shall the debris or trash be permitted to drop freely from the openings.
 - E. The Work Areas shall be inspected daily and all debris, waste, rubbish, etc. shall be removed and placed in a dumpster.
 - F. All waste materials and rubbish shall be disposed of legally, off the site.

2.17 TEMPORARY RODENT AND PEST CONTROL

- A. Rodent and Pest Control: Provide rodent control as necessary to prevent infestation of construction and storage areas. Employ methods and use materials, which will not adversely affect conditions at the site or on adjoining properties. Should rodenticides be considered necessary submit copies of proposed program to Owner and Architect. Use of rodenticide shall comply with manufacturer's published instructions and recommendations. Clearly indicate:
 - 1. Area or areas to be treated.
 - 2. Rodenticides to be used.
 - 3. Manufacturer's printed instructions.
 - 4. Pollution preventive measures to be employed.

2.18 WATCHMEN, FLAGMEN, AND POLICE DETAILS

- A. The General Contractor shall provide the services of flagmen, traffic directors, and police details as necessary and as required by authorities having jurisdiction. Please refer to Section 01 0100 – Summary of Work for additional information regarding the police details and the appropriate pay rates.

2.19 PARKING

- A. Parking will be permitted on site or as directed by the owner. Parking will be permitted on site or as directed by the owner and as stipulated in Section 01 0100 1.8 Work Hours.

2.20 COVID-19 SAFETY GUIDELINES AND PROCEDURES

- A. Contractor must abide by all state and federal requirements related to COVID-19, including cleaning and sanitizing the site, providing hand-washing stations for workers, checking the

temperature of workers and visitors to the site, and frequent onsite inspections. COVID-19 Order No. 13, Enforcement of the COVID-19 Safety Guidelines and Procedures for Construction Sites, and Addendum 1 Limiting Exposures and Worker Infection Protocol documents are included as attachments to this Section 01 5000.

PART 3 - EXECUTION

3.1 OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition, until removal. Protect from damage. If damage occurs, repair immediately upon discovery. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour per day basis.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended. Clean and renovate permanent facilities that have been used during construction period, including:
 - 1. Replace air filters and clean inside of ductwork and housings.
 - 2. Replace worn parts.
 - 3. Replace lamps.

END OF SECTION

SECTION 017700 – CLOSEOUT PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Contractor's monetized punchlist.
 - 3. Project Record Document Submittal.
 - 4. Project Closeout Manual Submittal.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request for which the architect shall review and/or approve.
 - 1. The contractor shall prepare and submit a monetized punchlist. No exceptions will be considered.
 - 2. In the Application for Payment that coincides with, or first allows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. If 100 percent completion cannot be shown, the contractor shall provide his monetized punchlist including, but not limited to, the following:
 - 1) A list of incomplete items.
 - 2) The value of each incomplete item.
 - 3) A Reason each item is not complete.
 - 3. Advise the Owner of pending insurance changeover requirements.
 - 4. Submit application for reduction of retainage.
 - 5. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents, as further described below.

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6. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 7. Submit record drawings, maintenance manuals, damage or settlement surveys, and similar final record information, as further described below.
 8. Deliver tools, spare parts, extra stock, and similar items.
 9. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 10. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 11. Complete final cleanup requirements, including touch-up painting.
 12. Touch-up and otherwise repair and restore, marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 FINAL ACCEPTANCE

- A. Preliminary procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit consent to surety of final payment.
 5. Submit a final liquidated damages settlement statement.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled, but are required for final acceptance.
2. If necessary, re-inspection will be repeated.

1.5 RECORD DOCUMENTS

- A. General: Maintain a complete set of Record Documents at the site. Do not use Record Documents for construction purposes. Provide access to Record Documents for Architect and Owner's reference. Generally, without limitation, Record Documents shall include the following:
1. Record Drawings: Maintain a clean set of Contract Drawings and shop drawings, updated weekly to show actual installation. Give particular attention to concealed items.
 2. Record Project Manual: Maintain a clean Project Manual, including Addenda, Change Orders, Architect Field Orders, and other modifications, updated weekly to show changes in actual work performed. Give particular attention to substitutions, selection of options, and similar information.
 3. Record Product Data: Maintain one copy of each approved Product Data submittal, updated weekly to show changes from products delivered, work performed, and from manufacturer's recommended installation instructions.
 4. Record Samples: Maintain one copy of each approved Sample submitted.
 5. Record Field Test Reports: Maintain one copy of each Field Test Report.
 6. Daily Progress Reports: Maintain one copy of each Daily Progress Report.
- B. Maintenance of Documents and Samples: Store documents and samples in Contractor's field office apart from documents used for construction. Provide files and racks for document storage. Provide locked cabinet or secure storage space for storage of samples. File documents and samples in accordance with CSI format. Maintain documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes. Make documents and samples available at all times for inspection by Architect.
- C. Recording: Label each document "PROJECT RECORD" in neat large printed letters. Record all information concurrently with the progress of construction. Do not conceal any work until required information is recorded.
- D. Drawings: Legibly update all Drawings to record actual construction, including the following:
1. Field changes of dimension and detail.
 2. Changes made by Field Order or Change Order.
 3. Details not in original Contract Documents.
- E. Specifications and Addenda: Legibly mark each Section to record:

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1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 2. Changes made by Field Order or by Change Order.
- F. Submittal: At Contract Closeout, deliver Record Documents to Architect. Accompany submittal with transmittal letter in duplicate, indicating the date, Project title and number, Contractor's name and address, title and number of Record Document, and signature of Contractor or his authorized representative.

1.6 PROJECT CLOSEOUT MANUAL

- A. General: Prepare and submit Project Closeout Manual as specified in this Section and as approved by the Architect for format. Organize data into suitable sets, bound and indexed using the specification's Table of Contents as a guide. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Contact Persons' Names
 2. Telephone Numbers
 3. Pager or Beeper Numbers
 4. Cellular Phone Numbers
 5. Description of each warranty items covered.
 6. Instructions Describing Protocol for Requesting Warranty Service.
 7. Emergency Numbers – 911, Fire, Rescue, Police.
 8. Utility Company Contacts.
- B. Instruct Owner's personnel in use and layout of manual.
- C. Format of Data: Prepare data in form of user's guide-type manual for use by Owner's personnel. Format shall be 8-1/2 in. x 11 in., 20-pound minimum, white, typed pages. Text shall be printed or neatly typewritten. Drawings shall be bound with text, with reinforced punched binder tabs. Fold larger drawings to size of text pages. Provide flyleaf for each separate section. Provide typed descriptions of each product and piece of major equipment. Provide indexed tabs to divide sections. Provide reference in each section to other binders for actual Operating and Maintenance Data. Coordinate Project Closeout Manual with Operating and Maintenance Data.
1. Binders: Provide commercial quality three-ring binders with durable and cleanable plastic covers, with maximum ring size of three (3) inches. Only use one (1) binder for this manual.
 2. Binder Cover: Identify each volume with typed or printed title "PROJECT CLOSEOUT MANUAL". List title of Project, identity of separate structure as applicable, and identity of general subject matter covered in the manual.
- D. Submittal of Project Closeout Manual: Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
1. Architect will review draft and return one copy with comments.

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2. Submit one copy of complete data in final form 15 days prior to final inspection or acceptance. Copy will be returned after final inspection or acceptance, with comments.
3. Submit three copies of approved data in final form ten days after final inspection or acceptance.

1.7 OPERATING AND MAINTENANCE DATA

- A. General: Prepare and submit Operating and Maintenance Data as specified in this Section and referenced in other pertinent Sections of Specifications. Organize Operating and Maintenance Data into suitable sets, bound and indexed. Mark appropriate identification on front and spine of each binder. Include the following types of information:
 1. Emergency instructions.
 2. Spare parts list.
 3. Copies of warranties.
 4. Wiring diagrams.
 5. Inspection procedures.
- B. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems.
- C. Preparation of data shall be done by personnel trained and experienced in maintenance and operation of described products.
- D. Format of Data: Prepare data in form of instructional manual for use by Owner's personnel. Format shall be 8-1/2 in. x 11 in., 20-pound minimum, white, typed pages. Text shall be manufacturer's printed data, or neatly typewritten. Drawings shall be bound with text, with reinforced punched binder tabs. Fold larger drawings to size of text pages. Provide flyleaf for each separate product or each piece of operating equipment. Provide typed description of product and major component parts of equipment. Provide indexed tabs.
 1. Binders: Provide commercial quality three-ring binders with durable and cleanable plastic covers, with maximum ring size of two (2) inches. When multiple binders are used, correlate the data into related consistent groupings.
 2. Binder Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List title of Project, identity of separate structure as applicable, and identity of general subject matter covered in the manual.
- E. Content of Manual: Neatly typewritten table of contents for each volume, arranged in systematic order, indicating Contractor name and address, and a list of each product, indexed to content of the volume. Provide a separate list with each product, name, address, and telephone number of subcontractor or installer, and local source of supply for parts and replacement.
 1. Provide in each volume a copy of each warranty, bond, and service contract issued.

- F. Submittal of Maintenance and Operating Manual: Submit two copies of preliminary draft of proposed formats and outlines of contents prior to start of Work.
 - 1. Architect will review draft and return one copy with comments.
 - 2. Submit one copy of complete data in final form 15 days prior to final inspection or acceptance. Copy will be returned after final inspection or acceptance, with comments.
 - 3. Submit three copies of approved data in final form ten days after final inspection or acceptance.

1.8 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual shall constitute the basis of instruction.
 - 1. Review contents of manual with personnel in full detail to explain all aspects of operation and maintenance.

1.9 WARRANTIES AND BONDS

- A. General: Assemble warranties, bonds, and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors into the Project Closeout Manual.
- B. Refer to Section 01 7400 – Warranties and Bonds for additional requirements.

1.10 FINAL CLEANING

- A. General: General cleaning during construction operations is specified as Work of Section 01 5000 – Temporary Facilities & Controls.
- B. Employ experienced workers or professional cleaners for Final Cleaning. Clean each surface to the condition expected in a normal building cleaning and maintenance program. Comply with manufacturer's instructions and recommendations.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

- A. General: Provide cleaning materials that will not create hazards to health nor property, and will not damage surfaces or finishes.
- B. Use cleaning materials and methods recommended by manufacturer of surface to be cleaned.

- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Employ skilled workers for final cleaning.
- B. Clean and restore general work areas and adjoining surfaces and other work soiled or damaged during installation; replace work damaged beyond successful restoration. Where performance of subsequent work could result in damage to complete unit or element, provide protective covering and other provisions to minimize potential for damage.
- C. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- D. Special Cleaning for Windows: New glass installed as part of this project shall be thoroughly cleaned inside and out by professional window cleaners at the conclusion of all other work and prior substantial completion. All damaged, broken, or scratched items shall be replaced without costs to Owner, as described under the appropriate Trade Section(s).
- E. Complete the following cleaning operations prior to requesting inspection for Certification of Substantial Completion:
1. Concrete and masonry shall be cleaned free of all foreign matter. If, in opinion of the Architect, further cleaning of specific areas is required they shall be scrubbed with water or other cleaning agents. Acid cleaners shall not be used, except as may otherwise specifically be permitted in the trade sections.
 2. Metal surfaces, hardware, fixtures, appliances, equipment, and similar items shall be cleaned free of all foreign matter and, if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags, thoroughly rinsed and wiped with clean, soft white rags. Abrasive cleaners shall not be used.
 3. Architectural woodwork shall be thoroughly dusted and cleaned of all stains, spots, etc., using methods and cleaning agents, which will not damage the various finishes.
 4. Ceramic tile, porcelain, and other surfaces with integral finishes, shall be washed with clean water, mild soap and soft rags, thoroughly rinsed, and then wiped with clean, soft white rags. Abrasive cleaners shall not be used.
 5. Resilient flooring shall be given final cleaning and buffing.
 6. Carpeting shall be vacuum cleaned and shall have all spots and stains removed.
 7. Painted surfaces shall be cleaned free of all foreign matter, and if necessary, shall be lightly scrubbed at specific stains with clean water, mild soap, and soft rags, thoroughly rinsed, and wiped with clean, soft white rags.
 8. All advertising matter and temporary instructional material shall be removed from exposed surfaces throughout.
 9. Remove labels that are not permanent.

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10. Clean interior and exterior finishes to a clean, dust-free condition. Remove stains, films, and similar foreign substances.
 11. Vacuum and mop hard floor surfaces.
 12. Clean plumbing fixtures to a sanitary condition.
 13. Clean site areas of rubbish, litter, and other foreign substances.
 14. Sweep paved areas broom clean; rake ground surfaces clean.
- F. Before final completion and Owner-occupancy, inspect sight-exposed interior and exterior surfaces and work areas to verify that Work is clean.

END OF SECTION

SECTION 02 4100

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 01 – General Requirements, which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included:
 - 1. Demolition and removal of selected portions of buildings and structures and as required for new work. Refer to the Drawings for additional requirements.
 - 2. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
 - 3. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 01 5000 – Temporary Facilities And Controls:
 - a. Maintenance of access, cleaning during construction, dust and noise control.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Owner ready for reuse, at a location designated by the Owner. Protect from weather until accepted by Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to the Owner that may be encountered during selective demolition remain property of the Owner or Owner as

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applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure Owner's on-site operations are uninterrupted if applicable.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other occupants affected by selective demolition operations.
 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 7. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over to the Owner.
- C. Predemolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Comply with Division 01. Submit before Work begins.
- D. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Section 01 3100 - Project Management and Coordination. Review methods and procedures related to selective demolition including, but not limited to, the following:
1. Inspect and discuss condition of construction to be selectively demolished.

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2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

- 1.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.
 1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Section 01 5000 – Temporary Facilities and Controls.
 2. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Architect and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.

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- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).

- 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
- 2. Protect existing site improvements, appurtenances, and landscaping to remain.

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

- 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
- 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during and after flame-cutting operations.
- 5. Maintain adequate ventilation when using cutting torches.
- 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
- 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
- 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 9. Dispose of demolished items and materials promptly.

- B. Owner Removed and Reinstalled Items:

- 1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
- 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
- 3. Protect items from damage during transport and storage.
- 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

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- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- D. Items for Re-use and Preservation of Existing Surfaces to Remain:
 - 1. The Contractor shall inspect closely each item specifically designated to be relocated, re-used, or turned over to the Owner prior to its removal, and immediately report damages and defects to the Architect and the Owner. The Contractor shall be responsible for any subsequent damage to the same other than latent defects not readily apparent from close inspection, and shall bear responsibility for its repair or same replacement as directed by the Architect, to the satisfaction of the Owner.
 - 2. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

3.4 PROTECTION OF PUBLIC AND PROPERTY

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and the Owner's employees during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Architect, and to the satisfaction of the Owner.
- C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.
- D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, structures, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor's own expense, all necessary bracing and shoring in connection with demolition and removal work.
- E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.
- F. Provide and maintain in proper condition, suitable fire resistive dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area.
- G. Protect unaltered portions of existing construction, including finishes, furnishings and equipment
- H. Provide secure weather protection where demolition has removed a portion of the exterior envelope.

3.5 DISCOVERY OF HAZARDOUS MATERIALS

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Architect and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Architect. Continue work in other areas.
- B. If unmarked containers are discovered during the course of the work, cease work in the affected area only and immediately notify the Architect and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Architect. Take immediate precautions to prohibit endangering the containers integrity. Continue work in other areas.

3.6 CUTTING

- A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.
- B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with the following.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

SECTION 09 6110

VAPOR MITIGATION AT SLABS

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Contract And General Conditions and all Sections within Division 01 – General Requirements which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Vapor mitigation at existing concrete slabs under the following finishes:
 - a. Resilient Tile flooring.
 - b. Rubber Stair Treads and Risers.
 - c. Entrance Floor Mats.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and are specified under the designated Sections:
 - 1. Section 09 6500 – Resilient Flooring for sheet flooring moisture requirements.
 - 2. Section 12 4813 – Entrance Floor Mats and Frames for entrance mat moisture requirements.

1.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Qualification Data: For Installer.
- C. Field quality-control test reports.
- D. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of vapor mitigation coatings required for this Project.
- B. Source Limitations: Obtain coatings from a single manufacturer.
- C. Prior to start of work the concrete substrates shall be tested by the Special Inspector in accordance with the manufacturer's recommendations. Tests shall be approved by the manufacturer's representative.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers with seals unbroken and bearing manufacturer's labels showing the following information:

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1. Manufacturer's brand name.
2. Type of material.
3. Directions for storage.
4. Date of manufacture and shelf life.
5. Lot or batch number.
6. Mixing and application instructions.

- B. Store materials in a clean, dry location protected from exposure to direct sunlight. In storage areas, maintain environmental conditions within range recommended in writing by manufacturer.

1.6 PROJECT CONDITIONS

- A. Do not apply moisture vapor reduction system to unprotected surfaces or when water is accumulated on the surface of the concrete.
- B. Do not apply water vapor reduction system when temperature is lower than 50° F or expected to fall below this temperature within 24 hours from time of application.
- C. Allow continuous ventilation and indirect air movement at all times during application and curing process of the water vapor reduction system.
- D. Protection: Protect water vapor reduction system to prevent damage from active rain or topical water for a minimum period of 24 hours from time of application.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace systems that deteriorate during the specified warranty period.
1. Warranty Period: Ten years from the date of Substantial Completion. Guarantees or warranties that start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Available Manufacturers: Provide products by one of the following:
1. Ardex Engineered Cements; Ardex MC Moisture Control System.
 2. Key Resin Company; Epo-Con SL.
 3. Koester American Corporation; Koster VAP 1 2000 System.
 4. Laticrete International Inc.; Drytek MVB.
 5. Or equal.

2.2 MATERIALS

- A. General: Use materials of one manufacturer throughout the project as hereinafter specified.

B. Description:

1. Solvent-free, alkali resistant, low viscosity, two- or three-coat epoxy resin system, including primer and sealer coats.
2. Provide compatible crack filler for cracks in excess of 1/32 inch.

C. Performance: Water-based primer/curing agent, 100% solids coating, containing specifically formulated chemicals and resins to provide the following characteristics:

1. ASTM E 96, Water Vapor Transmission (wet methods) Performance shall be documented by an independent testing laboratory at a minimum 90% for water vapor transmission reduction compared to untreated concrete.
2. ASTM D 1308; Insensitivity to alkaline environment up to pH 14.
3. Certify acceptance and exposure to continuous topical water exposure after final cure.

D. Sand (as required): Fines sand less than 1/50 in. in grain size or 98.5% passing sieve size #30 or #35.

E. Underlayment (as required): Hydraulic-cement-based, polymer-modified, self-leveling product complying with ASTM C 387, that can be applied in minimum uniform thicknesses of 1/4 inch and that can be feathered at edges to match adjacent floor elevations.

1. Cement Binder: ASTM C 150, portland cement, or hydraulic or blended hydraulic cement as defined by ASTM C 219.
2. Compressive Strength: Not less than 5500 psi at 28 days when tested according to ASTM C 109/C 109M.
3. Underlayment Additive: Resilient-emulsion product of underlayment manufacturer formulated for use with underlayment when applied to substrate and conditions indicated.

F. Water: Potable and at a temperature of not more than 70 degrees F.

2.3 SYSTEM

A. Provide manufacturer's standard system, consisting of one to three coats, applied to a properly prepared concrete surface.

1. The water vapor reduction system shall be required to reduce vapor emissions by a minimum of 90% after final cure.
2. Provide compatible crack filler for cracks in excess of 1/32 inch.

2.4 MIX DESIGNS FOR VAPOR MITIGATION COATING

A. Use clean containers and mix thoroughly as per Manufacturer's requirements to obtain a homogeneous mixture. Use a low speed motor less than 400 rpm and a two bladed Jiffy mixing blade only. Do not aerate. Mix ratios are measured by volume.

B. Mix Ratio: Mix Component A and B at a ratio recommended by manufacturer.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Refer to Division 09 Sections for moisture criteria and testing requirements for each flooring type.
- B. Examine substrates for compliance with requirements and for other conditions affecting performance of traffic coatings.
 - 1. Prepare written report listing conditions detrimental to performance.
 - 2. Verify compatibility with and suitability of substrates.
 - 3. Begin coating application only after minimum concrete curing and drying period recommended by manufacturer has passed, after unsatisfactory conditions have been corrected, and after surfaces are dry.
 - 4. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Manufacturer's representative shall inspect surfaces with regard to their suitability to receive moisture vapor reduction system with manufacturer's representative.
- B. Repair concrete prior to moisture vapor reduction system installation as recommended by manufacturer.
- C. Clean all surfaces to receive moisture vapor reduction system as recommended by manufacturer.
- D. Mechanically scarify, shot or bead blast, the surface to obtain an ICRI profile of CSP 3 (Light shot-blast).
- E. Clean surfaces with vacuum to remove residue off the substrate. Remove defective materials, and foreign matter such as dust, adhesives, leveling compounds, paint, dirt, floor hardeners, bond breakers, oil, grease, curing agents, form release agents, efflorescence, laitance. Shot blast bee bees, etc. Repair cracks, expansion joint, control joints, and open surface honeycombs and fill in accordance with manufacturer's recommendations. Reinforcing fibers must be burned off, scraped and vacuumed, after shot blasting, leaving no fibers left on the concrete surfaces. Provide uncontaminated, sound surface.
 - 1. Acid etching and chemical cleaning will not be accepted.

3.3 APPLICATION - VAPOR MITIGATION COATING

- A. System Application: Apply as recommended by manufacturer at a rate recommended by manufacturer.
- B. Primer: Apply a uniform coat at manufacturer's recommended rate of coverage with a paint roller working the primer into the surface.
- C. Systems requiring sand broadcast at primer shall use fine sand spread uniformly over the entire area.
- D. Top Coat: Apply a uniform coat at a 90 deg. angle to primer coat at manufacturer's recommended rate of coverage.

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- E. Systems requiring sand broadcast at top coat shall use fine sand spread uniformly over the entire area.

3.4 APPLICATION - UNDERLAYMENT

- A. Preparation: After a minimum of 16 hours, broom sweep and vacuum the surface providing clean, prepared surface.
- B. General: Mix and apply underlayment components according to manufacturer's written instructions.
 - 1. Close areas to traffic during underlayment application and for time period after application recommended in writing by manufacturer.
 - 2. Coordinate application of components to provide optimum underlayment-to-substrate and intercoat adhesion.
 - 3. At substrate expansion, isolation, and other moving joints, allow joint of same width to continue through underlayment.
- C. Apply underlayment to produce uniform, level surface.
 - 1. Apply a final layer without aggregate to product surface.
 - 2. Feather edges to match adjacent floor elevations.
- D. Cure underlayment according to manufacturer's written instructions. Prevent contamination during application and curing processes.
- E. Do not install floor coverings over underlayment until after time period recommended in writing by underlayment manufacturer.
- F. Remove and replace underlayment areas that evidence lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

3.5 CLEANING

- A. Remove debris resulting from water vapor reduction system installation from project site.

3.6 PROTECTION

- A. Protect each coat during specified cure period from any kind of traffic, topical water and contaminants.

END OF SECTION

SECTION 09 6500
RESILIENT FLOORING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 01 – General Requirements which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Resilient flooring.
 - a. Norament Satura Callisto Tile. Provided and delivered to the site by the Owner.
 2. Resilient wall base and accessories.
 3. Resilient stair accessories.
 - a. Treads and Risers
 - 1) Norament Satura Callisto Treads. Provided and delivered to the site by the Owner.
 - 2) Nora Visually Impaired Strips. Provided and delivered to the site by the Owner.
 4. Nora epoxy stair filler or equal.
 5. Nora Metal Repair Stair Angle or equal.
 6. Substrate preparation for resilient flooring and accessories.
 7. 3/8" plywood underlayment by Multiply or equal.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
1. Section 09 6110 – Vapor Mitigation at Slabs for vapor mitigation, where required prior to finish flooring installation.
 2. Section 09 6800 Carpet and carpet tile flooring.
 3. Section 12 4813 Entrance Floor Mats and Frames.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: Full-size units of each color and pattern of resilient flooring required.
1. Resilient Wall Base and Accessories: Manufacturer's standard-size Samples, but not less than 12 inches long, of each resilient product color and pattern required.

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- C. Moisture Testing: Document location and type of moisture testing performed prior to installation, and test results.
- D. Shop Drawings: Indicate patterns for installation, including locations.
- E. Seam Samples: For seamless-installation technique indicated and for each floor covering product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch Sample applied to a rigid backing and prepared by Installer for this Project.
- F. Maintenance Data: For resilient products to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Mockups: Install mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. To set quality standards for installation, install mockup of each type of each material.
 - 2. To set quality standards for sanding and application of field finishes, prepare finish mockup of floor area as shown on Drawings.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE

- A. Delivery and storage by the Owner.

1.6 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F in spaces to receive flooring during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After post installation period, maintain temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.
- E. Install resilient products after other finishing operations, including painting, have been completed.

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PART 2 - PRODUCTS

2.1 RUBBER FLOOR TILE

A. Rubber Floor Tile:

1. Norament Satura Callisto Tile. Provided and delivered to the site by the Owner

2.2 RESILIENT WALL BASE

A. Wall Base: ASTM F 1861.

1. Armstrong World Industries, Inc.
2. Johnsonite, A Tarkett Company.
3. Sport and Contract Flooring, Mondo Group.
4. Nora Systems.
5. Roppe Corporation.
6. Or equal.

B. Characteristics:

1. Style and Colors: Match existing.
2. Type: TP (rubber, thermoplastic).
3. Shape: Straight (toeless) at carpet and coved at resilient flooring.
4. Minimum Thickness: 0.125 inch.
5. Height: 4 inches.
6. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
7. Outside Corners: Premolded.
8. Inside Corners: Premolded.
9. Surface: Smooth.

2.3 RESILIENT STAIR ACCESSORIES

A. Treads and Risers:

1. Norament Satura Callisto Treads. Provided and delivered to the site by the Owner
2. Nora Visually Impaired Strips. Provided and delivered to the site by the Owner
3. Nora epoxy stair filler or equal.
4. Nora Metal Repair Stair Angle or equal.

2.4 RESILIENT MOLDING ACCESSORY

- #### A. Types Include the Following As Applicable: nosing for resilient floor covering, reducer and transition strip for resilient floor covering.

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1. Burke Mercer Flooring Products
2. Johnsonite
3. Flexco Corporation.
4. Nora Systems.
5. Roppe Corporation.
6. Or equal.

B. Characteristics:

1. Material: Rubber.
2. Profile and Dimensions: As indicated.

2.5 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
- C. Seamless-Installation Accessories:
 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams. Color match floor covering.
- D. Integral-Flash-Cove-Base Accessories:
 1. Cove Strip: 1-inch radius provided or approved by manufacturer.
 2. Cap Strip: Provided or approved by manufacturer.
- E. Stair-Tread-Nose Filler: Two-part epoxy compound recommended by resilient tread manufacturer to fill nosing substrates that do not conform to tread contours.
- F. Metal Edge Strips: Extruded aluminum with mill finish of width shown, of height required to protect exposed edges of tiles, and in maximum available lengths to minimize running joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
 2. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
- C. Concrete Moisture Testing:
 - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - 2. Alkalinity and Adhesion Testing: Perform tests recommended by flooring manufacturer. Proceed with installation only after substrate alkalinity falls within a range on pH scale not less than 5 or more than 9 pH, or as otherwise required in writing by manufacturer of flooring.
 - 3. Moisture Vapor Emission Testing:
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours, or as otherwise required in writing by manufacturer of flooring.
 - 4. Relative Humidity Testing:
 - a. Perform relative humidity test, ASTM F 2170. Proceed with installation only after substrates have a maximum relative humidity level of 75 percent, or as otherwise required in writing by manufacturer of flooring.
 - 5. Perform tests indicated above and as recommended by flooring manufacturer. Proceed with installation only after substrates pass testing.
- D. Slabs not in compliance with moisture requirements shall be vapor mitigated as work of Section 09 6110 – Vapor Mitigation At Slabs until suitable results are obtained.
- E. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- F. Access Flooring Panels: Remove protective film of oil or other coating using method recommended by access flooring manufacturer.
- G. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
- H. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
 - 1. Do not install resilient products until they are same temperature as space where they are to be installed.
- I. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

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- J. Proceed with installation only after unsatisfactory conditions have been corrected. Installation of resilient flooring indicates acceptance of surfaces and conditions.

3.3 TILE INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
 - 1. Lay tiles in pattern where indicated.
- B. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- C. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, doorframes, thresholds, and nosings.
- D. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on flooring as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- F. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

3.4 RESILIENT WALL BASE INSTALLATION

- A. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- B. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- C. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- D. Do not stretch wall base during installation.
- E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.
- F. Premolded Corners: Install premolded corners before installing straight pieces.

3.5 RESILIENT ACCESSORY INSTALLATION

- A. Resilient Stair Accessories:
 - 1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
 - 2. Tightly adhere to substrates throughout length of each piece.

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3. For treads installed as separate, equal-length units, install to produce a flush joint between units.

- B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

3.6 CLEANING AND PROTECTION

- A. Perform the following operations immediately after completing resilient product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.
4. Do not wash surfaces until after time period recommended by manufacturer.

- B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

1. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.
 - a. Coordinate selection of floor polish with the Owner's maintenance service.
2. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.
3. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION

SECTION 09 6800

CARPET AND CARPET TILE FLOORING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 01 – General Requirements which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Modular carpet tile for fully-adhered installation.
 - a. J&J Grassland Breeze Carpet Tile, provided and delivered to the site by the Owner.
 - 2. Carpet accessories.
 - 3. 3/8" plywood underlayment by Multiply or equal.
 - 4. Substrate preparation for carpet and accessories.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 09 6500 – Resilient Flooring.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate required.
- B. Shop Drawings: Show the following:
 - 1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet.
 - 2. Existing flooring materials to be removed.
 - 3. Existing flooring materials to remain.
 - 4. Seam locations, types, and methods.
 - 5. Type of subfloor.
 - 6. Type of installation.
 - 7. Pattern type, repeat size, location, direction, and starting point.

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8. Pile direction.
9. Type, color, and location of insets and borders.
10. Type, color, and location of edge, transition, and other accessory strips.
11. Transition details to other flooring materials.

- C. Moisture Testing for Substrate: Document location and type of moisture testing performed prior to installation, and test results

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.
- B. Mockups: Before installing carpet, build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1.5 DELIVERY, STORAGE

- A. Product will be delivered and stored at the site by the Owner.

1.6 PROJECT CONDITIONS

- A. General: Comply with Standard for Installation of Commercial Carpet CRI 104, Section 7.0, "Site Conditions."
- B. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- C. Where demountable partitions or other items are indicated for installation on top of carpet, install carpet before installing these items.

PART 2 - PRODUCTS

2.1 CARPET

- A. Products: J&J Grassland Breeze Carpet Tile, provided and delivered to the site by the Owner.
1. Coordinate delivery schedule with the Owner.
- B. 3/8" plywood underlayment by Multiply or equal.
1. Dimension: 4' x 4' or 4' x 8' panel.
 2. Surface Treatment: Non-staining veneer and phenol adhesive
 3. Moisture Content: 6% oven-dried at mill
 4. Density: 30.9 lb./cu. Ft.
 5. Modulus of Elasticity: Perpendicular: 0.110 PSI*10^6. Parallel: 1.1319 PSI^6
 6. Janka Ball Hardness: 669 lbs.
 7. Thickness Swell 24-hour Soak: Edge Swell: 6.5 %. Center Swell: 6.2%

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8. Linear Expansion:
 - a. Perpendicular % Change: 0.1064 @ 50% - 90% Relative Humidity.
 - b. Parallel % Change: 0.1095 @ 50% - 90% Relative Humidity.
9. Codes & Standards: Meets or exceeds CSA 0153-1976. * ASTM D1037.

2.2 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided by or recommended by the carpet manufacturer.
- B. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet and that is recommended by carpet manufacturer.
- C. Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Installation of carpeting indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. General: Comply with Standard for Installation of Commercial Carpet CRI 104, Section 7.0, "Site Conditions"; and Section 8.0 "Substrate Preparation," and carpet manufacturer's written installation instructions for preparing substrates indicated to receive carpet installation.
- B. Slabs not in compliance with moisture requirements shall be vapor mitigated as work of Section 09 6110 – Vapor Mitigation At Slabs until suitable results are obtained.
- C. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, depressions, and protrusions in substrates.
- D. Broom and vacuum clean substrates to be covered immediately before installing carpet. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 INSTALLATION

- A. Carpet for Direct-Glue-Down Installation: Comply with Standard for Installation of Commercial Carpet CRI 104, Section 13.0, "Direct Glue-Down."
- B. Carpet Tile Installation for Fully-Adhered Installation: Comply with Standard for Installation of Commercial Carpet CRI 104, Section 10.0, "Carpet Tile Installation", and with carpet tile manufacturer's written installation instructions.
- C. Maintain dye lot integrity. Do not mix dye lots in same area

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- D. Comply with carpet manufacturer's written recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.
- E. Do not bridge building expansion joints with carpet.
- F. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- G. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- H. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- I. Install pattern parallel to walls and borders.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet:
 - 1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
 - 2. Remove yarns that protrude from carpet surface.
 - 3. Vacuum carpet using commercial machine with face-beater element.
- B. Protect installed carpet to comply with CRI 104, Section 13.7, "Post Installation" for protection of installed carpet.
- C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION

SECTION 12 4813

ENTRANCE FLOOR MATS AND FRAMES

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Attention is directed to the Contract and General Conditions and all Sections within Division 01 – General Requirements which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Polypropylene modular tile and rubber backed roll goods.
 - a. Shaw Step on it Running Late Walk Off Tile. Provided and delivered to the site by the Owner.
 - 2. 3/8" plywood underlayment by Multiply or equal.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 09 6110 Vapor Mitigation at Slabs.

1.3 SUBMITTALS: Not Applicable.

1.4 QUALITY ASSURANCE: Not Applicable.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Indicate measurements on Shop Drawings.

1.6 COORDINATION

- A. Coordinate size and location of recesses in concrete with installation of finish floors to receive floor mats and frames.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Polypropylene Modular Tile and Rubber Backed Roll Goods:
 - a. Shaw Step on it Running Late Walk Off Tile. Provided and delivered to the site by the Owner.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate for compliance with requirements for location, sizes, minimum recess depth, and other conditions affecting installation of floor mats and frames.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install recessed mat frames to comply with manufacturer's written instructions. Set mat tops at height recommended by manufacturer for most effective cleaning action; coordinate top of mat surfaces with bottom of doors that swing across mats to provide clearance between door and mat.
 - 1. Install necessary shims, spacers, and anchorages for proper location and secure attachment of frames.
 - 2. Install grout and fill around frames and, if required to set mat tops at proper elevations, in recesses under mats. Finish grout and fill smooth and level.

3.3 PROTECTION

- A. After completing frame installation and concrete work, provide temporary filler of plywood or fiberboard in recesses and cover frames with plywood protective flooring. Maintain protection until construction traffic has ended and Project is near Substantial Completion.
- B. Defer installation of floor mats until Project is near Substantial Completion.

END OF SECTION