CITY OF WORCESTER

MASSACHUSETTS

INVITATION TO BID

Accessibility Renovations – Burncoat High School

179 Burncoat Street Worcester, MA 01606

DIVISIONS 0 & 1

SEALED BID NO. 8746-M7
DATE: July 15, 2026
CITY OF WORCESTER **Christopher J. Gagliastro, MCPPO** **Purchasing Agent**
BUYER: Stephen R. McDonald EMAIL: MCDONALDS@worcesterma.gov PHONE: (508) 799-1220

ALL QUESTIONS REGARDING THIS BID MUST BE ADDRESSED IN WRITING TO:

STEPHEN R. MCDONALD AT MCDONALDS@WORCESTERMA.GOV

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SECTION 001000
CITY OF WORCESTER
INVITATION TO BID / NOTICE TO CONTRACTORS

The City of Worcester, the Awarding Authority, invites sealed bids for: **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLS,** in accordance with the attached documents approved by WORCESTER PUBLIC SCHOOLS.

ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLS

The project scope generally consists of accessibility renovations, including replacement of handrails at existing interior ramps, replacement of interior door pair slabs to meet clear width, replacement of exterior doors, renovations to two existing restrooms into accessible single user restrooms, construction of a new single user accessible restroom, new masonry shaft for a vertical wheelchair lift, new accessible parking and striping, and two new exterior concrete ramps with stairs. and any other related work necessary to complete all the Work of the respective Sections and indicated on the drawings.

SEALED GENERAL BIDS for **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLS** will be received at Purchasing Division, Room 201 Worcester City Hall, 455 Main Street Worcester, MA 01608 no later than **10:00 a.m., Wednesday August 12, 2026** and will be publicly opened thereafter and read aloud.

General Bids must be accompanied by:

(1) A fully executed FORM FOR GENERAL BID;
Specification Section **00 40 00**.
(2) **Affidavit of Acknowledgment and Certificate of Compliance** for the City of Worcester Minority/Women Business Enterprise & Worker Utilization. **M/WBEP-Form EOO-101**
(3) **Initial Statement and Certification of Compliance** with the Responsible Employer Ordinance**, Form REO-101 page 2.**
(4) **A Certificate of Eligibility** certifying the bidder's qualification in the category of ***GENERAL BUILDING CONSTRUCTION*** issued by the Division of Capital Asset Management and Maintenance, DCAMM, showing that the Bidder has been approved to bid on projects the size and nature of this project. In order to be eligible to be awarded this contract, a general bidder must be certified in the appropriate category and for the total Project Cost including all alternates elected (if applicable) to be taken by the Owner.
(5) **A Contractor Update Statement**, DCAMM FORM CQ3. It is the Bidder's responsibility to obtain the necessary forms and make application to DCAMM in sufficient time for DCAMM to evaluate the application and issue a Certificate of Eligibility. A sample of the Contractor Update Statement, DCAMM FORM CQ3 is provided.
(6) Bid deposit for the general bid in the amount of **five (5) percent** of the value of the bid or a bid bond.
(7) **Foreign Corporation Certificate of Registration** from the Commonwealth of Massachusetts State Secretary (if applicable).
(8) **CORI Compliance Gender Identity Form**
(9) **Wage Theft Prevention Certification Form**

SEALED FILED SUB-BIDS for **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLS** will be received at the Purchasing Division, Room 201 Worcester City Hall, 455 Main Street Worcester, MA 01608 no later than **10:00 a.m., Wednesday August 5, 2026** and will be publicly opened thereafter and read aloud.

Filed Sub-Bids required are as follows:

(1) Section 04 00 00 MASONRY
(2) Section 05 00 00 MISC. METALS
(3) Section 23 00 00 HVAC
(4) Section 26 00 00 ELECTRICAL

SUB-BIDS must be accompanied by:

(1) A fully executed FORM FOR SUB-BID;
Specification Section **00 50 00**.
(2) Certification of Payment of Massachusetts State Taxes Form;
(3) **Affidavit of Acknowledgment and Certificate of Compliance** for the City of Worcester Minority/Women Business Enterprise & Worker Utilization. **M/WBEP-Form EOO-101.**
(4) **Initial Statement and Certification of Compliance** with the Responsible Employer Ordinance**, Form REO-101 page 2**.
(5) **A Certificate of Eligibility** certifying the bidders qualification, in the respective filed sub trade category being bid, issued by the Division of Capital Asset Management, DCAMM, showing that the Bidder has been approved to bid on projects the size and nature of this project. In order to be eligible to be awarded this contract, a bidder must be certified in the appropriate category and for the total Cost of the respective work including all alternates elected (if applicable) to be taken by the Owner.
(6) **A Contractor Update Statement**, DCAMM FORM CQ3. It is the Bidder's responsibility to obtain the necessary forms and make application to DCAMM in sufficient time for DCAMM to evaluate the application and issue a Certificate of Eligibility. A sample of the Contractor Update Statement, DCAM FORM CQ3 is provided.
(7) Bid deposit for the sub-bid in the amount of **five (5) percent** of the value of the bid, or a bid bond.
(8) **Foreign Corporation Certificate of Registration** from the Commonwealth of Massachusetts State Secretary (if applicable).
(9) **CORI Compliance Gender Identity Form**
(10) **Wage Theft Prevention Certification Form**

PLANS AND SPECIFICATIONS will be available **Wednesday, July 22, 2026** at Worcester - Open Bids

Hard Copies of plans and specifications will not be available, bidders are encouraged to download documents from the website.

WAGE RATES - Bids are subject to the provisions of M.G.L., Chapter 149, Section 44A to J inclusive, as amended to date, and such other Federal, State and Municipal laws or regulations.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and to the fact that not less than the minimum wage rates set forth in the Contract Documents shall be paid on this project. Minimum wage rates are per M.G.L., Chapter 149, Sections 26 & 27 inclusive.

MINORITY/WOMEN BUSINESS ENTERPRISE PROGRAM - The City of Worcester has established goals for the participation of minorities and women workers, contractors, subcontractors, and suppliers on all City projects. Bids must demonstrate the contractor's ability to utilize minorities and women in all phases of this project. The City of Worcester has established a program to enhance contract opportunities to minority and women-owned businesses through its Minority/Women Business Enterprise Program. This program contains minimum participation goals of ten (10) percent by MBE's and fifteen (15) percent by WBE's calculated as a percentage of the total bid price. Accordingly, all general bidders and filed sub-bidders must execute and submit with their respective bids M/WBEP **Form EOO-101**, Contractor's and Filed Subcontractor's Certification.

RESPONSIBLE EMPLOYER ORDINANCE - The performance of the work derived from this bid is subject to the City's Responsible Employer Ordinance, Chapter 2, Section 35 of WRO (2008). Accordingly, all general bidders and filed sub-bidders must execute and submit with their respective bids **Form REO-101 page 2**, Contractor's and Filed Subcontractor's Initial Certification.

NOISE ORDINANCE – All Contractors must adhere to the provision 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.

PRE-BID CONFERENCE - The pre-bid conference will be held on **Wednesday, July 29, 2026** on-site at Burncoat High School, 179 Burncoat Street Worcester, MA 01606 beginning at **10:00 a.m.** with a brief overview and tour of the construction areas. It is recommended that all Bidders attend this meeting.

WORK UNDER SEPARATE CONTRACTS AND BY OWNER – The Owner may do other work during construction with its own forces or by separate contract.

TIME OF COMPLETION – Work under this contract is to be substantially complete on **October 30, 2026** in accordance with the project schedule set forth in the contract documents. If the Add Alternate is selected, the work under this contract is to be substantially completed on **September 25, 2026**.

The Awarding Authority reserves the right to waive any informality in, or to reject any or all general bids, if it were in the public interest to do so. In inviting sub-bids in connection with such a contract, the Awarding Authority shall reserve the right to reject any sub-bid on any sub-trade, if it determines that such sub-bid does not represent the sub-bid of a person competent to perform the work as specified, or that less than three (3) such sub-bids were received and that the prices are not reasonable for acceptance without further competition.

The City of Worcester is an equal opportunity/affirmative action employer.

City of Worcester, Massachusetts
Christopher J. Gagliastro, Purchasing Agent

END OF SECTION

SECTION 001500
CITY OF WORCESTER
INSTRUCTIONS TO BIDDERS

(1) INTRODUCTION; DEFINITIONS

In accordance with an Advertisement for Bids, a copy of which is bound herewith, the City of Worcester (the "Owner") has invited bids for the **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOL**.

The project scope generally consists of accessibility renovations, including replacement of handrails at existing interior ramps, replacement of interior door pair slabs to meet clear width, replacement of exterior doors, renovations to two existing restrooms into accessible single user restrooms, construction of a new single user accessible restroom, new masonry shaft for a vertical wheelchair lift, new accessible parking and striping, and two new exterior concrete ramps with stairs. and any other related work necessary to complete all the Work of the respective Sections and indicated on the drawings.

a. These Instructions to bidders (the "Instructions") are intended to assist bidders (which term as used in these Instructions shall include general bidders and sub-bidders if applicable) in the preparation of their bids, to call attention to various legal requirements and to set forth certain conditions upon which bids are submitted and received.

b. The award of the contract is governed by Chapter 149, Sections 44A-44J of the Massachusetts General Laws. Certain provisions of the foregoing statute and of other applicable statutes are summarized in these Instructions. Whenever these Instructions or any other contract documents set forth or summarize applicable statutory provisions, whether or not the statutes have been specifically referred to, such summaries are for convenience only, do not purport to be complete or correct as summaries of any particular material, and shall in no respect supersede, expand or limit rights or duties of the Owner or bidders in matters governed by the statute.

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

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

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

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

(2) AVAILABILITY OF CONTRACT DOCUMENTS

a. Plans and specifications are available at https://www.worcesterma.gov/finance/purchasing-bids/bids/open-bids

b. The Owner shall prepare and update daily a list of persons who have requested a set of drawings and specifications for the project, which list shall be sent each week to the Central Register published by the Massachusetts Secretary of State.

(3) **EXAMINATION OF SITE AND CONTRACT DOCUMENTS; PRE-BID CONFERENCE**

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

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

c. Each bidder shall promptly notify the Purchasing Division, Room 201 Worcester City Hall, 455 Main Street Worcester, MA 01608, (508) 799-1220 (purchasing@worcesterma.gov) of any ambiguity, inconsistency, or error he may discover upon examination of the Contract Documents, the site or other local conditions. The submission of a bid will constitute a representation by the bidder that he has complied with every requirement of this Section 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work of this contract.

d. A pre-bid conference will be held at the place and time set forth in the Advertisement for Bids.

(4) **ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS**

a. All questions and requests for clarifications or interpretations of the meaning of the Contract Documents shall be in writing, via email transmission, addressed to Purchasing Division, Room 201 Worcester City Hall, 455 Main Street Worcester, MA 01608, (508) 799-1220 (purchasing@worcesterma.gov) and to be given consideration must be received at least five (5) days prior to the date fixed for opening of bids.

b. Clarifications or such interpretations and any supplemental instructions or forms, if issued, will be issued in the form of written Addenda and when possible, not later than two (2) days before the date fixed for opening of bids. Addenda will be sent by email to the contact listed on the receipt for drawings and specifications. Each bidder shall be responsible for determining that he has received all Addenda issued, and failure of any bidder to receive any such Addendum shall not relieve such bidder from any obligation under its bid as submitted. Failure to acknowledge receipt of an Addendum on the Bid Form by the Bidder may be cause for rejection of the Bid.

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

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

(5) **PRE QUALIFICATION BY DIVISION OF CAPITAL ASSET MANAGEMENT (DCAMM) (CHAPTER 149 PROJECTS)**

a. **GENERAL BIDS** on this contract must be accompanied by a copy of a Certificate of Eligibility issued by the Deputy Commissioner of the Massachusetts Division of Capital Asset Management showing that the bidder has the classification and capacity rating to perform the work required. In order to be eligible to be awarded this contract, a general bidder must be certified by the DCAM for the total Project Cost, including all alternates elected (if applicable) to be taken by the Owner, and certified in the category of ***GENERAL BUILDING CONSTRUCTION***.

b. Each general bid must also be accompanied by a Contractor Qualifications Statement Update ("Update Statement"). The Owner will furnish copies of the Update Statement form to bidders on request. (Note: A sample copy of the Update Statement is located at the end of this Section.). Any general bid submitted without a currently valid Certificate of Eligibility and Update Statement shall be invalid and will not be accepted by the Owner.

c. The Owner may at its discretion give the bidder notice of defects or omissions in the bidder's Update Statement and an opportunity to make revisions to this statement. A contractor's bid shall not be rejected if there are mistakes or omissions of form in its Update Statement, provided the contractor promptly corrects those mistakes or omissions upon request by the Owner.

d. The Owner will consider the information contained in the Update Statement, which it may verify by its own investigation, and material that it may request from the DCAM according to 810 CMR 4.03 (12) in determining whether the low bidder is eligible for contract award pursuant to M.G.L. Chapter 149, Section 44A (2). The Owners eligibility review of the low bidder will concentrate on the bidder's performance since its last certification by the DCAM, provided, however, that the Owner may bring information to the DCAM's attention concerning a contractor's qualifications, if the DCAM was not aware of that information when it certified the contractor.

e. The low bidder may not be awarded a contract which, when added to the cost to complete all other currently held contracts, would exceed the contractor's aggregate rating limit.

i. The Owner will use the information provided in the Update Statement to compute the amount of work the bidder has underway.

ii. If the contractor provides the Owner with evidence that its outstanding balance of contracts will be within its aggregate rating limit by the start date of the project for which it is low bidder, the Owner may, at its discretion, make the contract award.

f. Should the lower bidder be determined not to be eligible, the Owner shall review the next low bidder's eligibility, in accordance with these procedures and the applicable legal requirements until a bidder is determined to be eligible for contract award.

g. The contract shall not be awarded to any bidder whose submitted background information when investigated and verified by the Owner, raises significant question as to his ability to successfully complete the project in question due to problems with his competence and responsibility.

(6) WAGE RATES

a. Minimum rates of wages for work performed under this contract will be as predetermined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 to 27C, inclusive, of Chapter 149 of the Massachusetts General Laws.

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

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

(7) SALES TAX

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

(8) **PREPARATION AND SUBMISSION OF BIDS**

a. Each bid shall be submitted upon the bid forms furnished by the Owner, copies of which are bound with the bid documents. The bid forms may be submitted without the balance of the Contract Documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures. The bid prices for each item on the bid forms shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, the bidder shall provide all such prices. 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.

b. Each bid and the bid deposit (described below) shall be submitted to the Owner at the place stated in the Advertisement for Bids in a sealed envelope bearing on the outside the name of the bidder, his address and the title of the project for which the bid is submitted. If forwarded by mail, the sealed bid and the bid deposit shall be enclosed in an envelope with the notation "BID ENCLOSED" on the face and addressed as indicated in the Advertisement for Bids. A Certificate of Eligibility and an Update Statement in accordance with Section 5 shall if applicable, accompany each general bid.

c. Each sub-bid shall be submitted as specified in Paragraph 8.2 above, and, in addition, the notation "SUB-BID" and the name of the sub-trade for which the sub-bid is submitted shall be placed on the outside of the sealed envelope containing the sub-bid.

d. The Form for General Bid requires the general bidder to indicate whether performance and payment bonds will be required by the general bidder to be furnished by one or more filed sub-bidders. If the general bidder requests one or more filed sub-bidders to furnish such bonds, the general bidder must pay the premiums for all such bonds requested, and must include the costs of such premiums in his general bid.

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

(9) RECEIPT OF BIDS

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

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

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

(10) BID DEPOSIT

a. A bid deposit in the form of a bid bond, or cash, or a certified check must accompany each bid, or a treasurer’s or cashier’s check issued by a responsible bank or trust company, payable to the City of Worcester. A bid bond shall be (a) in form satisfactory to the Owner and substantially conforming to the sample contained in the Contract Documents, (b) with a Surety company qualified to do business (licensed) in the Commonwealth of Massachusetts and satisfactory to the Owner, and conditioned upon the faithful performance by the

principal of the agreements contained in the bid. The bid deposit shall be in the amount of five (5) percent of the value of the bid.

(11) REJECTION OF BIDS

a. The Owner reserves the right to reject any or all general bids if it were in the public interest to do so. The Owner reserves the right to reject any sub-bid on any sub-trade, if it determines that such sub-bid does not represent the sub-bid of a person competent to perform the work as specified or that less than three (3) such sub-bids were received and that the prices are not reasonable for acceptance without further competition.

b. Within two (2) days, Saturdays, Sundays and legal holidays excluded, after opening sub-bids, the Owner will reject every sub-bid which is not accompanied by the required bid deposit or which otherwise does not conform to statutory requirements, 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; provided, however, that the failure of the Owner to reject such a sub-bid within such period shall not validate such a sub-bid nor preclude the Owner from subsequently rejecting it.

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

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

(12) AWARD OF CONTRACT

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

b. Award of the contract will be made within thirty (30) days, Saturdays, Sundays and legal holidays excluded, after (i) the opening of the general bids or (ii) the receipt by the Owner of any approvals necessary from federal or state agencies in connection with the project, whichever is later.

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

d. 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 Massachusetts General Laws.

e. After the apparent lowest eligible and responsible general bidder is selected, it shall promptly confer with the Owner on the question of sub-bidders. Upon the Owner's acceptance of the sub-bidders to be utilized, the selected bidder shall promptly present subcontracts to its filed sub-bidders, and in all cases, the presentment of subcontracts must be made a minimum of six days prior to the presentment of the general contract to the general bidder by the Owner. The general bidder shall submit copies of the executed subcontracts to the Owner as a prerequisite to the Owner's presentment of the general contract. As provided in the statutory subcontract form, the validity of the subcontracts is contingent upon execution of the general contract. [Massachusetts General Laws Chapter 149, Section 44F(4)(c)].

(13) **CERTIFICATES AND DOCUMENTS TO BE FURNISHED PRIOR TO EXECUTION OF THE CONTRACT**

a. If the amount or the estimated amount of this contract is greater than $100,000, then, pursuant, to Section 39R of Chapter 30 of the Massachusetts General Laws, the Contract Documents require the general contractor to make and keep books, records and accounts pertaining to the contractor's financial affairs and to file with the Deputy Commissioner of Capital Asset Management and the Owner the statements and certificates described below in Paragraphs 13.2, 13.3 and 13.4.

b. Prior to the execution of the contract the general contractor shall file with the Owner:

i. A statement of management controls.

ii. A statement prepared and signed by an independent certified public accountant, stating that he and or she has examined the statement of management on internal accounting controls, and expressing an opinion as to:

whether the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and

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.

c. Prior to execution of the contract, and annually during the term of the contract, the general contractor shall file with the Deputy Commissioner of Capital Asset Management a Financial Statement prepared by an independent certified public accountant on the basis of an audit by such accountant. All statements shall be accompanied by an accountant's report.

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

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

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

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

h. A performance and a labor and materials payment bond furnished by a subcontractor, at the request of a general contractor, shall secure the performance of the sub-contract by the subcontract; and shall indemnify and hold harmless the general contractor and the surety or sureties under the labor and materials payment bond furnished by the general contractor to the Owner against (1) any and all and expense arising out of any and all claims in connection with the performance of said subcontract which would be required to be paid under the labor and materials payment bond furnished by the general contractor to the Owner and (2) attorney's fees in the event that the subcontractor, after the notice, fails to assume the defense and defend such claims.

i. The subcontract agreement between the general contractor and each filed subcontractor shall be in the form contained in the Contract Documents bound with the instructions, as required by Section 44 F of said Chapter 149 of the Massachusetts General Laws.

(14) **FILED SUB-BID PROCEDURE**

a. As stated in the Advertisement for Bids, the Owner has requested FILED SUB-BIDS on the following classes of work:

(1) DIVISION 04 MASONRY
(2) DIVISION 05 MISC. METALS
(3) DIVISION 23 HVAC
(4) DIVISION 26 ELECTRICAL

b. Every sub-bidder duly filing a sub-bid with the Owner shall be bound thereby to every general bidder not excluded therein from the use thereof; and any variance from such sub-bid communicated to a general bidder shall be of no effect.

c. Each sub-bidder shall list in the sub-bid form the name and bid price of each person, firm or corporation performing each class of work or part thereof for which the section of the specifications for that sub-trade requires such listings; provided that in the absence of a contrary provision in the specification, any sub-bidder may, without listing any bid price, list his own name for any such class of work or part thereof and perform that work with persons on his own payroll if such sub-bidder after sub-bid opening, shows to the satisfaction of the Owner that he does customarily perform such class of work or the part

thereof with employees on his own payroll who are mechanics or laborers referred to in Section 26 of said Chapter 149, of the Massachusetts General Laws, and is qualified so to do.

d. **FILED SUB-BIDS** on this contract must be accompanied by a copy of a Certificate of Eligibility issued by the Deputy Commissioner of the Massachusetts Division of Capital Asset Management showing that the bidder has the classification and capacity rating to perform the work required. In order to be eligible to be awarded this contract, each filed sub-bidder must be certified by the DCAM for their total Project Cost, including all alternates elected (if applicable) to be taken by the Owner, and certified in their respective trade category.

e. Each filed sub-bid must also be accompanied by a Contractor Qualifications Statement Update ("Update Statement"). The Owner will furnish copies of the Update Statement form to bidders on request. (Note: A sample copy of the Update Statement is located at the end of this Section.). Any filed sub-bid submitted without a currently valid Certificate of Eligibility and Update Statement shall be invalid and will not be accepted by the Owner.

f. Not later than the second day, Saturdays, Sundays and legal holidays excluded, before the day fixed by the Owner for the opening of general bids, the Owner shall mail to every person on record as having taken a set of Drawings and Specifications a list of sub-bidders arranged by sub-trades and listing for each sub-trade the name, address and sub-bid price of every sub-bidder submitting a sub-bid thereon not rejected by the Owner, and the general bidders excluded from using such sub-bid. A person shall not be named by a general bidder as a sub-bidder for a sub-trade on the general bid form unless such person is included for such sub-trade in said list.

g. All sub-bidders, when finally selected, shall be notified in writing of their selection with forty-eight (48) hours thereafter by the general bidder. The selected general bidder and each of the selected sub-bidders shall promptly execute the subcontract agreements, and fully executed copies of all subcontract agreements shall be delivered to the Owner prior to presentment of the Owner-Contractor Agreement to the selected general bidder for execution. The selected General Bidder shall promptly and without delay, notify the Owner of any selected sub-bidder who fails to execute a sub-contract or furnish the requisite bonds and/or insurance within five (5) days of presentment thereof.

(15) **MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM**

a. The Owner has established goals for the participation of minority and women contractors and subcontractors on all City projects. **In furtherance thereof, the City of Worcester's Supplemental Equal Employment Opportunity Anti-Discrimination And Affirmative Action Program is included in the Bidding Documents, and all bidders shall comply with the requirements set forth therein.** Any bidder who has any questions about the forms and procedures should contact PURCHASING DIVISION, Department of Administration & Finance, Room 201, Worcester City Hall - 455 Main Street, Worcester, MA 01608, Telephone: (508) 799-1220.

(16) **RESPONSIBLE EMPLOYER ORDINANCE**

a. The performance of the work derived from this bid is subject to the city's Responsible Employer Ordinance, Chapter 2, Section 35 of the Worcester Revised Ordinances (2008).

Bidders are hereby instructed to review and familiarize themselves with the requirements thereof. The complete text of the ordinance is contained in the Supplementary General Conditions - Part I. *SAMPLE DCAMM FORM CQ3 ATTACHED TO END OF BID DOCUMENTS*

CITY OF WORCESTER

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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SECTION 002000
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

1.1.1.1 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 Architect pursuant to Article 2, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Article 12. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement. The Drawings of this Contract shall be as listed on the cover sheet of the Drawings, as applicable. The Specifications of this Contract shall be listed on the Index to the Technical Specifications.

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities: 1st Highest level of burden or Compliance Standard unless interpreted differently by the architect assigned in writing under section 2.2.10 or in the following priority: Highest Priority - Modifications, Second Priority- Agreement, Third Priority - Addenda-later date to take precedence, Fourth Priority - Special Requirements, Fifth Priority - Special Conditions, Sixth Priority - Supplementary General Conditions, Seventh Priority - General Conditions, Eighth Priority - Specifications, Ninth Priority - Drawings.

1.2 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 Article 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 Article 1. Except for the special agreements in Article 4, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.3 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 Contract Documents in duplicate.

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

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

1.5.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results.

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

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

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

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

1.5.9 The Mechanical and Electrical Drawings are diagrammatic only, and are not intended to show the exact physical locations or configurations of work. Such work shall be installed to clear all obstructions, permit proper clearances for the work of other trades, and present an orderly appearance where exposed. Exact locations of fixtures and outlets shall be obtained from the Architect as provided in Article 4 before the work is roughed in; work installed without such information from the Architect shall be relocated at the Contractor's expense.

1.5.10 Except for work governed by M.G.L. c.149 §44F, the Owner and Architect assume no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Plans and Specifications. The Contractor shall make all necessary arrangements to reconcile any such jurisdictional conflicts without delay, damage, or cost to the Owner, unless otherwise agreed to by the parties hereto.

1.6 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice Architecture, or an entity lawfully practicing architecture 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 Architect means the Architect or his Authorized Representative.

2.2 ADMINISTRATION OF THE CONTRACT

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

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instructions to the Contractor shall be forwarded through the Architect. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents and the Design Services Agreement between the two, unless otherwise modified by written instrument in accordance with Article 2.

2.2.3 The Architect will visit the site at monthly intervals to assess the appropriate stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of his on-site observations as an Architect, he will

keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

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

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

2.2.6 Based on the Architect's observations and an evaluation of the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 9.

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

2.2.8 The Architect will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with M.G.L. 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.

2.2.9 Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution of progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision, which he will render in writing within a reasonable time not to exceed 7 days.

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

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

2.2.12 The Architect will have authority to reject Work, which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Article 7, whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Article 2 nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

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

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

2.2.15 The Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate of Payment upon compliance with the requirements of Article 9.

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

ARTICLE 3 - OWNER

3.1 DEFINITION

3.1.1 The term Owner means the City of Worcester, acting by and through its city manager and such representatives as the city manager shall assign to the Project.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The Owner shall, at the request of the Contractor, at the time of execution of the Owner-Contractor Agreement, furnish to the Contractor reasonable evidence that he has made financial arrangements to fulfill his obligations under the Contract. Unless such reasonable evidence is furnished, the Contractor is not required to execute the Owner-Contractor Agreement or to commence the Work.

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 Article 4, 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 The Owner shall furnish information or services under the Owner's control 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 available bid documents, Drawings, and Specifications. The Contractor may at any time order additional sets at the Contractor's expense.

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

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

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Article 13 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to prior notice being given to the Architect by the Owner. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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 Architect any error, inconsistency or omission he may discover. Any necessary change shall be ordered as provided in Article 12 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonably study of the Contract Documents he could have discovered such, the Contractor shall bear all costs arising there from.

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

4.2.3 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect

as provided in Article 4. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

4.2.4 The Contractor may submit Requests For Information (RFI) to the Architect to help facilitate the Contractor's performance of the Contract. Prior to submitting each RFI, the Contractor shall first carefully study and compare the Contract Documents, field conditions, other Owner provided information, Contractor and Subcontractor prepared Coordination Drawings and prior Project correspondence and documentation to determine that the information to be requested is not reasonably obtainable from such sources after such careful study and comparison.

4.2.5 Each RFI shall be submitted by the Contractor to the Architect for determination. Each RFI shall be in writing, on such form and with such accompanying information as the Architect may require for such purpose. Each RFI shall identify a single item or topic and the specific sources which were reviewed by the Contractor in its efforts to determine the information requested, and a statement that the information being requested could not be determined from such sources.

4.2.6 The Contractor shall submit each RFI sufficiently in advance of the date by which such information is required in order to allow the Architect sufficient time, in the Architect's professional judgment, to permit adequate review and response and to permit Contractor compliance with the latest Construction Schedule.

4.2.7 The Contractor shall reimburse the Owner amounts charged to the Owner by the Architect for responding to excessive or unnecessary RFI's where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared Coordination Drawings, or project correspondence or documentation.

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 Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Article 7 by persons other than the Contractor.

4.3.4 Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods,

techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Contractor has then been instructed in writing by the Owner to proceed at the Owner's risk.

4.4 LABOR AND MATERIALS

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

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

4.4.3 The Contractor shall procure its materials from such sources and employ labor subject to contract terms and conditions so as to ensure harmonious labor relations on the site and prevent strikes or labor disputes. The Contractor, in the event of a labor dispute including strikes, shall take the necessary and appropriate action required at no expense to the Owner to prevent the disruption of the Work.

4.5 WARRANTY

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

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

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

4.5.4 In requesting approval of the deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the

evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

4.5.5 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes, which, in his opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern 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 Article 4 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

4.5.9 The Contractor shall guarantee all Work for a period of a minimum of one year (unless otherwise required in the specifications to have a longer warranty time) after Date of Substantial Completion or by the terms of any special warranty required by the Contract Documents. The Contractor shall, upon written notice from the Architect, promptly correct defective Work or Work not in accordance with the Contract Documents.

4.6 TAXES

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

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

(1) Federal Excise Taxes as applied to articles, which are taxable under Chapter 12 of the Internal Revenue Code of l954, as amended.
(2) Commonwealth of Massachusetts Sales Tax.
(3) Tax Exempt Number: 046-001-418.

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor and all subcontractors shall secure, coordinate 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.

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

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

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

4.8 ALLOWANCES

4.8.1 Note that the use of such Allowances are prohibited in any contract or work subject to the provisions of M.G.L. c. 149, §44A.

4.9 PROJECT MANAGEMENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time daily including work performed outside normal working hours during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. 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.

4.9.2 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect and Owner 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.

4.9.3 The Contractor shall attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings, if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters

to be discussed at such meetings including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be serviced on such representatives. Refer to specification section 01200 Project Meetings for additional requirements.

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

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

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor shall prepare and submit to the Architect a progress schedule as described in Article 8.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 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.

4.11.2 Refer to Specifications Section 017700 entitled PROJECT CLOSEOUT, for additional requirements for Record Drawings and Operating and Maintenance Manuals.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

4.12.5 By approving and submitting Shop Drawings, Product Data, and, Samples, the Contractor thereby represents that he has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, or Samples and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the

responsibility of the Contractor. In reviewing Shop Drawings, Product Data, and Samples, the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples under Article 2 unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

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

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Architect as provided in Article 2. All such portions of the Work shall be in accordance with approved submittals.

4.12.9 Refer to Specifications Section 013300, SUBMITTALS, for additional requirements.

4.13 USE OF SITE

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

4.14 CUTTING AND PATCHING WORK

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

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

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish 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.

4.15.2 If the Contractor fails to maintain a clean site, free of accumulation of waste, rubbish and materials, the Owner may do so after twenty-four hour notification in accordance with Article 3 and the cost there of shall be charged to the Contractor.

4.15.3 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Article 3 and the cost thereof shall be charged to the Contractor. Refer to Specifications Section 017000, PROJECT CLOSEOUT, for additional requirements.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the Owner through the Architect. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Owner's contractors shall be through the Architect.

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Architect and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of; or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this Article 4.

4.18.2 In any and all claims against the Architect or any of his agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workers's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 The obligations of the Contractor under this Article 4 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the

failure to give directions or instructions by the Architect, his agents or employees provided, such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5 - SUBCONTRACTOR

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

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

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

5.2.2 The Contractor shall not contract with any such proposed person or entity to which the Owner or the Architect has made reasonable objection under the provisions of Article 5. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Article 5.

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and the Architect. Said agreement shall preserve and protect the rights

of the Owner and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Article 5, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such Documents available to his Sub-subcontractors.

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 Article 6.

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

6.2 MUTUAL RESPONSIBILITY

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

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

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

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 Article 10.

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 Article 4, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Architect shall determine to be just.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The law of the Commonwealth of Massachusetts shall govern the Contract.

7.2 SUCCESSORS AND ASSIGNS

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

7.2.2 If, after making final payment, the Owner conveys to a third party any building or other improvement constructed under the Contract, any rights with respect to the property so conveyed which the Owner may have against the Contractor under Article 13 or by virtue of claims which, under the terms of Article 9, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to an authorized representative of the person or entity for whom it was intended, or if delivered at or sent by registered or certified mail to the address of such person or entity set forth in the Agreement or in a subsequent written notice or by other means as specified in the Contract Documents.

7.4 CONSENT OR WAIVER

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

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

7.6 RIGHTS AND REMEDIES

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

7.7 TESTS

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

7.7.2 If the Architect determines that any Work requires special inspection, testing, or approval which Article 7 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Article 7. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's additional services made necessary by such failure, otherwise the Owner shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit or any certificates of final inspection of any part of his work or operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

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 as defined in Article 8, including authorized adjustments thereto.

8.1.2 The Date of Commencement of the Work is the date of the execution of the Owner-Contractor Agreement. The Contractor shall not commence Work on the site until the Architect issues a Notice to Proceed.

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. The Date of Substantial Completion shall be on or after the date of issuance of a Certificate of Occupancy as defined in 780 CMR for the Work without reservations or conditions by the Building Official.

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 building.

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 The Contractor shall begin the Work on the date of commencement as defined in Article 8. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

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

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

8.2.6 If each of three (3) successive applications, as certified by the Architect, indicate that the actual work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at his option, treat the Contractor's delinquency as a default justifying the action permitted under Article 13 of the document entitled CONTRACT, included elsewhere in the Contract Documents.

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

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 Any delay and subsequent request for an extension of time shall be governed by M.G.L. 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.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Article 2 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until thirty (30) days after written request is made for them, and not unless such claim is reasonable.

8.3.4 This Article 8 does not exclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the 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 object to by the Architect, shall be used only as a basis for the Contractor's Application for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 In accordance with Section 012900 of the Specifications, the Contractor shall submit to the Architect an itemized Application for Payment, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided in Supplemental General Conditions, Article I. The format and number of copies of such Applications for Payment shall be as noted in Section 012900.

9.3.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials

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

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

9.3.4 Each Application for Payment or periodic estimate requesting payment must be accompanied by a certificate from each Subcontractor stating that he has been paid all amounts due him on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event, of any such discrepancy, the Contractor shall be required to furnish his own written explanation. See Section 01027.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue 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 a Certificate as provided in Article 9.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Article 2 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by certifying a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. The Owner retains the right to modify the amount of payment certified by the Architect. Reasons for modification shall be described in writing to the Architect and Contractor.

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

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

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

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

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate 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 Article 9. If the Architect is unable to make representations to the Owner as provided in Article 9 and to certify payment in the amount of the Application, he will notify the contractor as provided in Article 9. 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 representations to the Owner. The Architect may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate for Payment previously issued, 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 or
(7) Persistent failure to carry out the Work in accordance with the Contract Documents, or
(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 Article 9 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor as required by the Contract Documents any amount certified by the Architect, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in Article 8, the Contractor shall submit to the Architect (1) a list of items to be completed or corrected, and (2) all special warranties required by the Contract Documents endorsed by the Contractor and in a form reasonably acceptable to the Architect. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designed portion thereof is substantially complete, and when the Contractor has submitted to the Architect the special warranties, as provided in the first sentence of this subparagraph, the Architect will then certify a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly certify a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Article 9 have been fulfilled.

9.9.2 Unless otherwise required by applicable law, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data

establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires satisfying 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 through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owners shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Article 7, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

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 neighboring 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 Article 11) to any property referred to in Article 10 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable and for which the Contractor is responsible under Article 10 except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either by of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Article 4.

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.

10.2.8 The Contractor shall comply with the applicable requirements of NFPA 241**:** ***The Standard for Safeguarding Construction, Alteration, and Demolition*** in connection with the Work. Contractor shall, prior to commencing Work on any new building and/or any significant alteration of existing building, submit for review and approval to the Worcester Fire Department a report prepared by a registered fire protection engineer evidencing that the Work shall such comply.

10.3 EMERGENCIES

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

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) Worker’s Compensation –Massachusetts Statutory / Employers Liability

(2) Commercial Liability- Per Occurrence / Aggregate $1,000,000 / $2,000,000

(3) Automobile Liability/Combined Single Limit - $2,000,000 (all owned, hired and non-owned autos).
(4) Excess / Umbrella Liability –$2,000,000
(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.

11.1.2 The insurance required by Article 11 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.

(17) Worker's Compensation -Statutory/Employers Liability
(18) Commercial Liability - Per Occurrence / Aggregate $1,000,000.00 / 2,000,000.00
(19) Automobile Liability/Combined Single Limit – $2,000,000.00 (all owned, hired and non-owned autos).
(20) Excess / Umbrella Liability - $2,000,000.00
(21) Independent Contractors -Same limits as above
(22) Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment
(23) Contractual Liability - Same limits as above

11.1.3 The insurance required by Article 11 shall include contractual liability insurance applicable to the Contractor's obligations under Article 4.

11.1.4 Certificates of Insurance acceptable to the Owner shall be filed with the Owner. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Owner.

11.1.5 These certificates shall set forth evidence of all coverage required by Article 11. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site as provided above in Article 11. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

11.3.2 The Owner shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work.

11.3.3 Any loss insured under Article 11 is to be adjusted with the Contractor and made payable to the Contractor as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause and of Subparagraph.

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

11.3.5 The Contractor shall file a copy of all policies with the Owner before an exposure to loss may occur. All property insurance shall remain in effect until the date of final completion or the date Premises/Property in put in service by the Owner, whichever is earlier.

11.3.6 The Owner and Contractor waive all rights against (1) each other and the Subcontractors, Sub-subcontractors, agents and employees each of the other, and (2) the Architect and separate contractors, if any, and their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Article 11 or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Contractor as trustee. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Article 4. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this Article 11.

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

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

11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of his property including consequential losses due to fire or other hazards however caused, to the extent covered by insurance under this Article 11.

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 a change in the Work or an adjustment in the Contract Sum or the Contract Time. Only Change Orders may change the Contract Sum and the Contract Time. A Change Order signed by the Contractor indicates his agreement therewith, 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, or drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgment by the Owner and Architect that extra payment will be made or time extended, he shall promptly so notify the Architect in writing and shall not proceed with the work until he has received a further written order to proceed, except, as provided in Article 10, 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 Article 12, 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 in which he 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 Article 12, approves the contractor's claim, Change Order shall adjust the Contract Sum and/or Contract Time. 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 39(J). 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 or impact to the schedule.

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

12.2.5 Time Limits on Claims: Claims by the Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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 without delay or impact to the schedule.

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 Worker's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation; or as an alternative, the Contractor may elect to add a flat twenty-five (25%) percent to the total labor rate in (a), above;
  (c) plus, ten (10) percent of (a), above, for overhead, superintendence and profit which will be paid to the Contractor for the work of the Contractor and all 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 in accordance with the Contract Documents, appropriate Change Order shall charge the cost of uncovering and replacement charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible.

13.2 CORRECTION OF WORK

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

13.2.2 If, within one (1) year after the Date of Substantial Completion of the Work or designated portion thereof or within one (1) year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Articles 4 and 13, unless the Owner waives removal.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Articles 4 and 13, the Owner may correct it in accordance with Article 3.

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 (10) days thereafter, the Owner may upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

13.2.7 Nothing contained in this Article 13 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Article 4 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms

of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

END OF SECTION

SUPPLEMENTARY GENERAL CONDITIONS – PART I

STATUTORY PROVISIONS FOR MASSACHUSETTS PUBLIC CONSTRUCTION CONTRACTS CONTENTS

Paragraph	Subject	Statute or Executive Order
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1.1	"or Equal" Clause	M.G.L. Chapter 30, Section 39M(b)
1.2	Delays	M.G.L. Chapter 30, Section 39O
1.3	Deviations	M.G.L. Chapter 30, Section 39I
1.4	Finality of Decisions	M.G.L. Chapter 30, Section 39J
1.5	Differing Site Conditions	M.G.L. Chapter 30, Section 39N
1.6	Timely Decisions	M.G.L. Chapter 30, Section 39P
1.7	Certificate of Appropriation	M.G.L. Chapter 44, Section 31C
1.8	Method of Payment (Public Building Projects)	M.G.L. Chapter 30, Section 39K
1.9	Method of Payment (Public Works Projects)	M.G.L. Chapter 30, Section 39G
1.10	Direct Payment	M.G.L. Chapter 30, Section 39F
1.11	Discharge or Release of Bonds	M.G.L. Chapter 30, Section 40

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2.2	Determination of Wage Rates	M.G.L. Chapter 149, Section 27
2.3	Employment Records	M.G.L. Chapter 149, Section 27B
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2.5	Reserve Police Officers	M.G.L. Chapter 149, Section 34B
2.6	Eight-hour Day, etc.	M.G.L. Chapter 149, Sections 30 and 34
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4.4	Shoring	M.G.L. Chapter 149,

		Section 129A
4.5	Compliance with Tax Laws	M.G.L. Chapter 62C, Section 49A
4.6	Verification of Construction Debris Disposal	2008 Worcester Revised Ordinances, Chapter 8, Section 7
4.7	Responsible Employer Ordinance	2008 Worcester Revised Ordinances, Chapter 2, Section 35
4.8	Regulation of Construction Noise	2008 Worcester Revised Ordinances, Chapter 8, Section 34
4.9	Regulation of Excessive and Unreasonable Noise	2008 Worcester Revised Ordinances, Chapter Nine, Section 1A(e)(9)

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 barrings 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 payent any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by Subparagraph 1.10.4 The awarding authority shall make further direct payments to the Subcontractor forthwith after the removal of the basis for deduction from direct payments made as provided in parts (i) and (ii) of this Subparagraph.

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

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

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

1.10.9 If the Subcontractor does not receive payment as provided in Subparagraph 1.10.1 or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in Subparagraph 1.10.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 1.10.4 and the General Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials

for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the awarding authority shall proceed as provided in Subparagraphs 1.10.5, 1.10.6, 1.10.7 and 1.10.8.

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

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

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

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

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

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

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

ARTICLE 2 – WAGES AND EMPLOYMENT PRACTICES

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

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

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

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

2.2.1 The commissioner shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed, including the transportation of gravel or fill to the site of said public works or the removal of surplus gravel or fill from such site. The commissioner shall classify said jobs, and he may revise such classification from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the commissioner to determine the rate of wages to be paid on each job. Each year after the awarding of the contract, the public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices and laborers are to be employed and shall request that the commissioner update the determination of the rate of wages to be paid on each job. The general contractor shall annually obtain updated rates from the public official or public body and no contractor or subcontractor shall pay less than the rates so established. Said rates shall apply to all persons engaged in transporting gravel or fill to

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

2.2.2 When an investigation by the attorney general's office reveals that a contractor or subcontractor has violated this section by failing to pay said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, or that a contractor or subcontractor has, for himself, or as representative, agent or officer of another, taken or received for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any portion of

the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, the attorney general may, upon written notice to the contractor or subcontractor and the sureties of the contractor or subcontractor, and after a hearing thereon, order work halted on the part of the contract on which such wage violations occurred, until the defaulting contractor or subcontractor has filed with the attorney general's office a bond in the amount of such penal sum as the attorney general shall determine, conditioned upon payment of said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner.
An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

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

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

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

Each such Contractor, Subcontractor or public body shall furnish to the awarding authority directly within fifteen days after completion of its portion of the work a statement,

executed by the Contractor, Subcontractor, or public body who supervises the payment of wages, in the following form.

STATEMENT OF COMPLIANCE

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

do hereby state:

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

_____
(Contractor, Subcontractor or public body)

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

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

Signature _____

Title _____

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

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

No agreement of lease, rental or other arrangement, and no order or requisition under which a truck or any automotive or other vehicle or equipment is to be engaged in public works by the commonwealth or by a county, city, town or district, shall be entered into or given by any public official or public body unless said agreement, order or requisition contains a stipulation requiring prescribed rates of wages, as determined by the commissioner, to be paid to the operators of said trucks, vehicles or equipment. Any such agreement, order or requisition which does not contain said stipulation shall be invalid, and no payment shall be made thereunder. Said rates of wages shall be requested of said commissioner by said public official or public body, and shall be furnished by the commissioner in a schedule containing the classifications of jobs, and the rate of wages to be paid for each job. Said rates of wages shall include payments to

health and welfare plans, or, if no such plan is in effect between employers and employees, the amount of such payments shall be paid directly to said operators. Whoever pays less than said rates of wages, including payments to health and welfare funds, or the equivalent in wages, on said works, and whoever accepts for his own use, or for the use of any other person, as a rebate, gratuity or in any other guise, any part or portion of said wages or health and welfare funds, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C.
An employee claiming to be aggrieved by a violation of this section may, 90 days after the filing of a complaint with the attorney general, or sooner if the attorney general assents in writing, and within 3 years after the violation, institute and prosecute in his own name and on his own behalf, or for himself and for others similarly situated, a civil action for injunctive relief, for any damages incurred, and for any lost wages and other benefits. An employee so aggrieved who prevails in such an action shall be awarded treble damages, as liquidated damages, for any lost wages and other benefits and shall also be awarded the costs of the litigation and reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

The Contractor shall, before commencing performance of the contract, provide by insurance for the payment of and the furnishing of other benefits under M.G.L. Chapter 152 to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the term of the contract. Sufficient proof of compliance with this Paragraph 2.9 must be furnished at the time of execution of this contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to other party and to the awarding authority at least fifteen days prior to the intended effective date thereof, which date shall be expressed in said notice.

Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.
Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

ARTICLE 3 – CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS

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

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

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

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

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

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

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

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

3.1.8 Accounting terms, unless-otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
3.2 Subparagraph 3.1.2 hereof notwithstanding, every agreement or contract awarded or executed pursuant to to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A, shall provide that:

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

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

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

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

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

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

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

3.3.2 transactions are recorded as necessary

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

(ii) to maintain accountability for assets;

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

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

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

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

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

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

ARTICLE 4 – MISCELLANEOUS

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

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

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

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

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

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

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

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

4.5 Certification of Compliance with Tax Laws: (Statutory reference: M.G.L. Chapter 62C, Section 49A) This Paragraph 4.5 applies to contracts for goods or services furnished by any department, board, commission, division, authority, district or other agency of the Commonwealth or any subdivision of the Commonwealth, including a city, town or district.

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

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

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

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

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

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

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

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

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

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

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

b. Every contract awarded by the city under G.L. c.149 and G.L. 149A shall be deemed to incorporate by reference the provisions of sub-parts (c)(1) through (8) of together with the provisions of subsections (d) and (e) of this section. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.
c. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, Section 44F, under the bidder for projects subject to G.L. c.149, Section 44A(2), and proposers under G.L. c. 149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or subcontracting verify under oath and in writing at the time of

budding or submittal in response to and RFP or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:

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

   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 OF THE RESPONSIBLE EMPLOYER ORDINANCE IS CURRENTLY SUSPENDED}**

2) 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;

3) 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);

4) 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;

5) 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.

6) 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.

7) 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 (f) 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.

END OF SECTION

SECTION 004000
CITY OF WORCESTER
FORM FOR GENERAL BID

BIDDER'S NAME _____

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 the Awarding Authority: The City of Worcester, Massachusetts

A. The undersigned proposes to furnish all labor and materials required for the **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOL**, in accordance with the accompanying Drawings, Specifications and Addenda approved by the **Worcester Public Schools** for the contract price specified below, subject to additions or deductions according to the terms of the Plans and Specifications.

B. This Bid includes Addenda numbered _____.

C. The Proposed Contract Price is: _____ Dollars

($_____)

D. Alternates:

1. Add Alternate #1: OFF-HOURS/ACCELERATED WORK PREMIUM - FULL PROJECT OFF HOURS FOR ALL TRADES (*CHANGES DATE OF SUBSTANTIAL COMPLETION*)

Add Alternate #1 Price:_____Dollars

($ _____)

E. Unit Prices: N/A

F. Item 1: The work of the General Bidder, being all work other than that covered by Item 2:

_____Dollars ($_____)

G. Item 2: The work of Filed Sub-bidders. Fill in the name, sub-bid amount and bonding requirement of selected filed sub-bidders.

SUBTRADE SECTION	NAME OF SUB-BIDDER	SUB-BID AMOUNT	BONDS REQUIRED? "YES" OR "NO"
DIVISION 04 MASONRY			
DIVISION 05 MISC. METALS			
DIVISION 23 HVAC			
DIVISION 26 ELECTRICAL			
TOTAL, ITEM 2:			

H. The undersigned agrees that the above named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums of the performance and payment bonds furnished by sub-bidders as requested herein and that all the cost of such premium is included in the amount set forth in ITEM 1 of this bid.

I. The undersigned agrees that, if he is selected as a General Contractor, he will promptly confer with the Awarding Authority on the question of the sub-bidder(s); and that the Awarding Authority may substitute for any Sub-Bid listed above a Sub-Bid filed with the Awarding Authority by another sub-

bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidder(s) at the amount named in their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

J. The undersigned agrees that, if he is selected as General Contractor, he will within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each in the sum of the contract price, the premiums for which are to be paid by the General Contractor and are included in the contract price.

K. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the Massachusetts General Laws.

L. 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 penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other Chapter of the Massachusetts General Laws or any rule or regulation promulgated there under.

M. The undersigned hereby certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.149 sec.44A-J.

_____ Date	_____ Print Name of Bidder
_____ Social Security Number or Federal Identification Number	_____ Name of Person Signing Bid and Title
_____ Telephone Number	_____ Business Street Address
_____ E-Mail	_____ City, State and ZIP Code

The Bidder shall fill in the following information about its business organization:

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

Name	Address	Zip Code

(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:_____

END OF SECTION

CITY OF WORCESTER

FORM FOR SUB—BID – SUB BID CATEGORY: _____

SUB-TRADE: _____

NAME OF SUB-BIDDER: _____

This bid must be accompanied by a bid deposit in the form of cash, or a 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 relating 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. See: General Bid Form

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A. The undersigned proposes to furnish all labor and materials required for completing the Work specified in Section(s) 004000 SUB BID CATEGORY: _____ of the Specifications for the **ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLs**, Worcester, Massachusetts, in accordance with the accompanying Drawings, Specifications and Addenda approved by **Worcester Public Schools** for the contract price specified below, subject to additions or deductions according to the terms of the Plans and Specifications.

B. This Bid includes Addenda numbered _____.

The Proposed Contract Price is: _____ Dollars

($_____)

N. Alternates & Unit Prices: None

C. To restrict General Bidders, insert "**X**" on one option only and fill in blanks following that selection. If no General Bidders are excluded disregard this item.

_____ **"RESTRICTED FROM"** – This Sub-bid may be used by any General Bidder except:

_____

_____

_____

_____ **"RESTRICTED TO"** – This Sub-bid may be used only by the following General Bidders:

_____

_____

_____

D. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the specifications for this sub-trade require a listing in this paragraph, including the undersigned, if customarily furnished by persons on his own payroll and in the absence of a contrary provisions in the specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

NAME	CLASS OF WORK	BID PRICE

(Do not give bid price for any class or part thereof furnished by undersigned.)

E. The undersigned agrees that, if he is selected as a sub-bidder, he will, within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general

bidder selected as the general contractor, execute with such General Bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and, if requested so to do in the general bid by such general bidder, who shall pay the premiums therefore, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the awarding authority, in the full sum of the subcontract price.

F. The undersigned agrees that the above list of bids to the undersigned represents bona-fide bids based on the hereinbefore described drawings, specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the Awarding Authority.

G. The undersigned further agrees to be bound to the General Contractor by the terms of the hereinbefore-described drawings, specifications, including all general conditions stated therein, and addenda, and to assume toward him all the obligations and responsibilities that he, by those documents, assumes toward the Owner.

H. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the drawings and specifications:

1. The undersigned has been in the present business name _____ years.

2. Has the undersigned ever failed to complete any work awarded? _____

3. Provide a Bank Reference: _____

4. List one or more recent project with names of the General Contractor and Architect on which you served as a Subcontractor for work of similar character as required for the above-named project.

PROJECT NAME	GENERAL CONTRACTOR	ARCHITECT	AMOUNT OF CONTRACT

I. The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to Section 44A of Chapter 149 of the Massachusetts General Laws.

J. 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 penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of Section Twenty-nine F of Chapter Twenty-nine, or any other applicable debarment provisions of any other Chapter of the Massachusetts General Laws or any rule or regulation promulgated there under.

K. The undersigned hereby certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.149 sec.44A-J.

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

Name	Address	Zip Code

(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:_____

END OF SECTION

CITY OF WORCESTER
FORM OF GENERAL CONTRACT

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

W I T N E S S E T H:

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

SCOPE OF WORK:

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

BONDS:

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

PERFORMANCE BOND: ($)

PAYMENT BOND: ($)

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

CONTRACTING OFFICER:

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

INCORPORATED DOCUMENTS:

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

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

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

TIME FOR PERFORMANCE:

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

PRICE:

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

_____ ($).

PAYMENT:

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

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

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

(c) The payment of any periodic estimate or of any retained percentage shall in no way constitute an acceptance of the work or in no way prejudice or affect the obligation of the Contractor at his own cost or expense to repair, correct, renew, or replace any defects or imperfections in the construction as well as all

damages due or attributable to such defects, nor shall any such payment for any current estimate or of any retained percentages prejudice or affect the rights of the City to hold the Contractor liable for breach of contract or to avail itself of the remedies under Article 15, hereof.

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

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

PAYMENT OF SUBCONTRACTORS

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

NOTICE:

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

PERFORMANCE:

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

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

(c) The City, acting through the Contracting Officer, shall have the authority to suspend the work wholly, or in part thereof, for such period as he shall deem necessary, due to failure of the Contractor to carry out orders given or to perform any provision of the contract. Upon receipt of written order from the

Contracting Officer, the Contractor shall immediately suspend the work or such part thereof in accordance with the order. No work shall be suspended without the written permission of the Contracting Officer. The work shall be resumed when conditions so warrant, or deficiencies have been corrected and the condition of the contract satisfied as ordered or approved in writing by the Contracting Officer. No allowance of any kind will be made for suspension of work by order of the Contracting Officer pursuant to this paragraph.

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

(e) The Contractor agrees that it will have no claim for damages of any kind on account of any delay in commencement of the Work, or any delay or suspension of any portion thereof, except as hereinafter provided. Post commencement, the Contractor shall have no claim for damages of any kind on account of any delay or suspension of any portion of the work except as hereinafter provided. Adjustments, if any, in the contract price due to a suspension, delay, interruption or failure to act by the City shall be governed by the provisions of General Laws Chapter 30, section 39(O), as amended, which is included in the Supplementary Conditions. Provided, however, the provisions of this paragraph shall not apply to any suspension pursuant to paragraph 10(c), or for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this AGREEMENT provides for an equitable adjustment of the contract price, or time under any other AGREEMENT provision. Provided further, that no adjustment shall be made if the performance of the Contractor would have been prevented by other causes, even if the work had not been so suspended, delayed or interrupted by the City. Provided further, that a subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as the provisions of this paragraph gives the Contractor against the City, but nothing herein shall in any way change, modify or alter any other rights which the Contractor and subcontractor may have against each other.

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

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

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

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

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

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

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

ADDITIONAL WORK:

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

(b) The Contracting Officer may make alterations in the line, grade, plan, form, dimensions, or materials of the subject matter of the contract, or any part thereof either before or after commencement of construction. Where such alterations increase the quantity or standard of the work to be done, payment for such increase shall be made in the same way that payment is made for such extra work under (a), above. Where such alterations diminish the quantity or standard of the work to be done, an adjustment shall be

made to the benefit of the City based upon the unit prices where used, or where unit prices are not used, as the Contracting Officer shall determine.

EMPLOYMENT:

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

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

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

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

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

Fourth: To citizens of the Commonwealth generally.

Fifth: To citizens of the United States.

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

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

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

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

(f) The Contractor shall, before commencing the work, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws (Ter. Ed.) to all

persons employed under the AGREEMENT, and he shall continue such insurance in force and effect during the term thereof. The City may require the Contractor to deliver certificates of insurance as sufficient proof of compliance with the foregoing. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the AGREEMENT and shall entitle the City to terminate the AGREEMENT without in any way being liable in damages therefor.

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

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

TERMINATION:

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

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

(c) All expenses charged under this Article shall be deducted by the City out of moneys then due or to become due the Contractor under this AGREEMENT, or any part thereof. In such accounting, the City

shall not be obligated to obtain the lowest figures for the work of completing the AGREEMENT or any part thereof, or for insuring its proper completion, and all sums actually paid by the City shall be charged to the Contractor. If the expense so charged is greater than the sum which would have been payable under the AGREEMENT, if the same had been completed by the Contractor, then the Contractor shall pay the amount of the excess to the City upon completion of the work and without further demand being made therefor.

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

GUARANTEES:

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

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

INDEMNIFICATION:

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

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

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

INSURANCE:

(16) (a) The Contractor shall carry public liability insurance so as to save the City harmless from any and all claims for damages arising out of bodily injury to, or death of, any person or persons and for all claims for damages arising out of injury to or destruction of property caused by accidents resulting from

the use of implements, equipment or labor used in the performance of the AGREEMENT or from any neglect, default, omission or want of proper care or misconduct on the part of the Contractor or of any one in his employ during the execution of the work. Such insurance shall include coverage for blasting and explosion if explosives are to be used.

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST

(17) (a) The Contractor warrants that he has complied with all provisions of law regarding the award of this AGREEMENT and that he, or his employees, agents, officers, directors or trustees have not offered or attempted to offer anything of value to any employee of the City in connection with this AGREEMENT.

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

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

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

SEVERABILITY:

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

HEADINGS:

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

AMENDMENTS:

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

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

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

CITY OF WORCESTER (CONTRACTOR)

By:_____ By:_____
Christopher J. Gagliastro
Purchasing Director (Seal)

APPROVED AS TO LEGAL FORM:

By:_____

CERTIFICATION OF FUNDING:

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

By: _____
Robert V. Stearns
City Auditor

APPROVED:

By:_____
Eric D. Batista
City Manager

ARTICLE 106: PAYMENT BOND

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

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

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

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

(Principal) (Seal)

By: _____

(Surety) (Seal)

BY: _____
Attorney-in-Fact

ARTICLE 107: PERFORMANCE BOND

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

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

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

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

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

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

(Principal) (Seal)

By: _____

(Surety) (Seal)

BY: _____
Attorney-in-Fact

CITY OF WORCESTER
FORM OF SUBCONTRACT

(Revised 1/6/93)

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____,

by and between _____
(a Corporation organized and existing under the laws of _____),
(a Partnership consisting of _____),
(an Individual doing business as _____),

hereinafter called the "Contractor",

and ___
(a Corporation organized and existing under the laws of _____),
(a Partnership consisting of _____),
(an Individual doing business as _____),

hereinafter called the "Subcontractor".

WITNESSETH, that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the specifications for _____ _____ (Name of Sub-Trade) and the drawings referred to therein and addenda Nos. _____, _____, _____, and ___for the _____ (complete title of the project and the project number taken from title page of the project manual), for the sum of _____ ($ _____) and the Contractor agrees to pay the Subcontractor said sum of said work.

   a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described drawings, specifications (including all general conditions stated therein) and addenda Nos. __, _____, _____, and __, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to _____(hereinafter called the "Awarding Authority"), except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

   b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority, by the terms of the hereinbefore described documents, assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

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

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner and with due consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor within a reasonable time after the execution of this subcontract, evidence of worker's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

6. Responsible Employer Ordinance:

a) The performance of the work derived from this contract is subject to the city's Responsible Employer Ordinance, Chapter 2, Section 35 of the Worcester Revised Ordinance (2008).

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL

ATTEST:

_____ _____

(Name of Subcontractor)

By:_____

SEAL

ATTEST:

_____ _____

(Name of Contractor)

By:_____

END OF SECTION

SECTION 00 80 00

PREVAILING WAGE RATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies the List of Jobs; Classifications; Determination of Rate of Wages; Schedule: as established under Statutory reference: M.G.L. Chapter 149, Section 26 and 27. These requirements apply to every contract or subcontract performing work on this public works project.

B. Related Sections: Sections which contain requirements that relate to this Section include, but are not limited to the following:

1. Section 00 15 00

C. 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 indicated in Supplementary Conditions section 00300, 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 work who does not make payments to a health and welfare plan, a pension plan and 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.

D. Every Contractor and Sub-Contractor at any and all tiers shall complete the "WEEKLY PAYROLL REPORT FORM" and submit a copy to the Project Coordinator (indicated below) for each week consecutively, after the start of that trades work.

E. "WEEKLY PAYROLL REPORTS" shall be required to be submitted consecutively, for each week from the start of work until the completion of his work, regardless of whether work was actually being performed on or off-site.

F. When work is not performed; indicate on the form the corresponding week ending dates and post "NO WORK PERFORMED" conspicuously on the front of said form.

G. Weekly reports shall be required until the contractor executes and furnishes to the Department of Labor and Workforce Development/Division of Occupational Safety the final "STATEMENT OF COMPLIANCE" bound herein.

1.3 SAMPLE FORMS & INSTRICTIONS FOR SUBMISSION FOLLOW THIS IFB.

SECTION 010100
SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.

1.3 PROJECT INFORMATION

A. Project Identification: ACCESSIBILITY UPGRADES - BURNCOAT HIGH SCHOOLs.

1. Project Location: 179 Burncoat Street Worcester, MA 01606

B. Owner: City of Worcester, Worcester Public Schools.

1.3 SUBSTANTIAL COMPLETION

The Date of Substantial Completion shall be **October 30, 2026.**

A. 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 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

The project scope generally consists of accessibility renovations, including replacement of handrails at existing interior ramps, replacement of interior door pair slabs to meet clear width, replacement of exterior doors, renovations to two existing restrooms into accessible single user restrooms, construction of a new single user accessible restroom, new masonry shaft for a vertical wheelchair lift, new accessible parking and striping, and two new exterior concrete ramps with stairs. and any other related work necessary to complete all the Work of the respective Sections and indicated on the drawings.

B. Requirements of Regulatory Agencies; perform demolition work in accordance with applicable ruled, regulations, codes and ordinances of local, state and federal authorities.

C. Obtain and pay for necessary building permits, licenses and certificates and give notices as required during the performance of the work.

D. Provide 2 copies of shop drawings and literature for Owners review and approval for the items referenced in the specifications.

E. Provide schedule and work plan within one week of the contract execution.

F. Attend weekly meetings (or as scheduled) with the Owner's Representative.

G. Provide all Closeout Documents including final acceptance, warranties, guarantees and bonds as hard copies and digitally.

1.5 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 ACCESS TO SITE

A. General: Each Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways, Walkways and Entrances: Keep parking lots and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials except where noted.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weather-tight condition throughout construction period. Repair damage caused by construction operations.

D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations such as delivery and removal of dumpster

1.7 COORDINATION WITH OCCUPANTS

A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1.8 WORK SEQUENCE, SCHEDULING AND COORDINATION

A. The work shall be sequenced, scheduled and coordinated to achieve the Date of Substantial Completion.

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 any additional work authorized by Construction Change Directives and Change Order modifications.

C. The 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.

D. The following sequence of construction details are provided as a guide for the Contractor and are not intended to be an all-inclusive step-by-step listing of every construction activity.

E.

1. Project Scope

The project scope generally consists of accessibility renovations at the school building, including:

a. Re-grading, paving, striping and accessible signage at existing parking areas.
b. Handrail replacement at interior ramps.
c. Replacement of existing entry doors.
d. New masonry shaft.
e. Power for vertical wheelchair lift. Lift provided by others.
f. Removal and replacement of existing interior doors at cafeteria and corridors.
g. Renovation of existing toilet rooms.
h. Construction of new toilet room.

Other related work necessary to complete all the Work of the respective Sections and indicated on the drawings shall be included.

2. The Facility shall remain fully operational for the duration of this Contract. The Contractor shall coordinate the sequence of construction with the Owner and Engineer to minimize operational impacts throughout the construction period.

1.9 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.

1. Conduct work during daylight hours on Monday thru Friday and within the time between 6:00 AM and 10:00 PM. No work is to be done on Legal Holidays, Saturdays, Sundays or outside of the work hours described above without prior approval by the Owner. The Building will be occupied during the project. Coordinate and schedule areas of work with the Owner. No equipment or machinery may be started at the site before 7:00 AM and all equipment shall be turned off by 10:00 PM.
2. The Contractor may request to work other than the work hours specified. However approval is at the sole discretion of the Owner.

B. Extended work hours shall require scheduling and coordination with the 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.

1.10 PROJECT MANAGER, SUPERINTENDENTS 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 Owner may determine. Only under extenuating circumstances with the approval of the Owner's Representative shall the Contractor be allowed to substitute for the Superintendent or switch out Superintendent before the work is completed.

1.11 DAILY REPORTS AND WEEKLY SCHEDULE

A. The 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
5. Any significant changes or events of the day
6. Significant problems, hazards or accidental injuries occurring during each shift

B. Reports are due the following day.

C. The Superintendent shall provide the Owner with a written "Weekly (look ahead) Outline Schedule" of work activities planned at the beginning of each week. The schedule shall contain any significant milestones.

1.12 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. The General Contractor's or Sub-Contractor's personnel shall limit their parking on the site to within the areas designated for construction parking. Parking on sidewalks is prohibited.

C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Owner not less than two days in advance of proposed disruptive operations.

D. Restricted Substances: Use of tobacco products, alcohol and other controlled substances on Project site is prohibited

E. Vulgar, abusive, obscene language or behavior will not be tolerated. Contractor's personnel engaging in such behavior will not be allowed on the job-site.

1.13 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 time and each Contractor shall be responsible for verifying the requirements and fees associated throughout the duration of this project. This includes but is not limited to permits and details from:

- Worcester Police Department:
- Department of Public Works, Permits Division
- Worcester Fire Department
- Department of Inspectional Services

B. Conservation Commission Enforcement Officer

1.14 DIESEL RETROFIT

A. The project requires compliance with the Massachusetts Department of Environmental Protection (DEP) Diesel Retrofit Program by use of after-engine emission controls that are EPA certified, or their equivalent, on all of the off-road (non-registered) diesel vehicles/equipment used at the job site. The requirements of MassDEP Diesel Retrofit Specification 3.041 *Certification of Construction Equipment Standard Compliance Requirement* shall be followed. CONTRACTOR shall prepare and submit all statements, records and certifications to the DEP compliance officer responsible for this program, and perform all record keeping. Pollution control devices shall be installed on all vehicles subject to the MassDEP policy.

1.15 AMERICAN IRON AND STEEL

A. American Iron and Steel Requirement: This project is funded through the Commonwealth of Massachusetts Clean Water State Revolving Loan Fund (CWSRF), which is funded in part or whole by the US EPA through P.L. 113-76, Consolidated Appropriations Act of 2014 (Act). This project is subject to the American Iron and Steel (AIS) requirements included in the Act. Items incorporated into the permanent work must meet all the AIS requirements waivers will not be requested.

B.

1. The term "iron and steel products" means the products primarily of iron and steel including the following items: lined or unlined pipe and fittings, manhole covers, municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
2. The term "steel" means any alloy that includes at least 50% iron, between 0.02 and 2% carbon, and may include other elements. This definition includes carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.
3.
4. The term "produced in the United States" means the following: all manufacturing processes occur within the United States of America, including the application of coatings, melting, refining, forming, rolling, drawing, finishing, fabricating and coating.

C. Submit compliance documentation for the covered products prior to delivery to the site

D. Provide step certification for all covered products from the time of raw material fabrication to final assembly.

E. Items specified in this Section incorporated into the permanent work must meet all the AIS requirements while DeMinimis Waiver Certification may be used to track down the incidental components.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 010450 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing 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 cutting and patching work not specified elsewhere.

B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1. Requirements of this Section apply to all Sections of the Specifications, including mechanical and electrical installations.

C. Any finished new work required to be cut out due to lack of coordination and scheduling, will be repaired by the trade causing cutting and patching to be done. This work will be done at no additional cost to the Owner.

1.3 SUBMITTALS

A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures seven (7) days in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform Work.
4. Indicate dates when cutting and patching will be performed.
5. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
7. Approval by the Engineer to proceed with cutting and patching does not waive the Engineer's right to later require complete removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

a. Foundation construction.
b. Bearing walls.

c. Structural concrete.
d. Lintels.
e. Structural decking.
f. Miscellaneous structural metals.
g. Piping, ductwork, and equipment.

B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

a. Primary operational systems and equipment.
b. Air or smoke barriers.
c. Water, moisture, or vapor barriers.
d. Membranes and flashing.
e. Control systems.
f. Communication systems.

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

1. If possible, retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:

a. Acoustical ceilings.
b. Carpeting.
c. Vinyl flooring.

1.5 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with material in such a manner so as not to void any existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

1. Before proceeding, meet at the site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

B. All cutting and patching by all trades shall be done under direction and coordination of the General Contractor. Accurately lay out all conduit runs, piping, recessed items, etc.

C. Inspect existing conditions of project, including elements subject to damage or to movement, during cutting and patching.

D. After uncovering work, inspect conditions affecting installation of products, or performance of work.

E. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until Engineer has provided further instructions.

F. No holes or slots shall be drilled through any structural member. Inspect holes after finishes have been removed to assure that substrate is not structural. No holes to be blindly drilled through walls, ceilings, etc.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building.

E. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.

F. Provide devices and methods to protect other portions of project from damage.

G. Provide protection from elements for that portion of the project, which may be exposed by cutting and patching work.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.

1. In general, where cutting is required, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or diamond core drill.
4. Comply with requirements of applicable Sections of Division 2 where cutting and patching requires excavating and backfilling.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. Execute cutting and demolition by methods, which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.

E. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

F. Restore work, which has been cut or removed to match the original adjacent surfaces exactly in color, material and texture. Include repainting of new work. Install new products to provide completed work in accordance with requirements of Contract Documents.

G. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. All penetrations through separation walls shall be sealed with fire stopping sealant. All penetrations through foundations and exterior walls shall be sealed watertight and shall include proper flashings, drip loops, weatherproof covers, etc. as necessary.

H. Dust and debris from cutting shall be cleaned up immediately after.

3.4 HOLES

A. The General Contractor and subcontractors shall drill all their own holes if sleeves were missed, improperly placed, or not large enough. Holes made by the General Contractor and subcontractors shall be accurate and neat and not just punched out. No long slots shall be made where piping or conduit may be placed in individual holes. No cutting or patching shall be done which, in the opinion of the Engineer, will endanger or impair construction or finish.

B. No cores shall be drilled in concrete walls or slabs in excess of six (6) inches without prior approval from the Structural Engineer. The Structural Engineer must approve any cutting of structural steel.

C. Holes cut in fire-resistive walls and floors shall be neatly made and consistent with listing for firestopping assembly to be used.

3.5 CLEANING

Thoroughly and completely clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finish is applied. Restore damaged pipe covering to its original conditions.

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. Bi-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 012900 “Applications for Payment” for procedures on submitting requisitions.
2. Division 1 Section 013100 “Project Coordination” for procedures for coordinating project meetings with other construction activities.
3. Division 1 Section 013300 “Submittal Procedures” for submitting the Contractor's Construction Schedule.
4. Division 1 Section 017700 “Project Closeout” 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 Engineer. Conduct the meeting to review responsibilities and personnel assignments. Submit agenda to Engineer and Owner three (3) days prior to meeting date.

B. Attendees: Authorized representatives of the Owner, Engineer, 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.
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 Engineer and Owner, and as additionally directed by the Engineer.

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 Engineer 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 Engineer.
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 bi-weekly. Notify the Owner and the Engineer 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 Engineer, 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. Interface Requirements.
b. Time & Project Progress.
c. Work Hours.
d. Updated Weekly Look-Ahead Schedule.
e. Critical Work Sequencing.
f. Off-Site Fabrication Problems.
g. Updated Pre-Installation Conference Schedule.
h. Deliveries.
i. Use of the Premises.
j. Security Procedures.
k. Parking Issues & Snow Removal.
l. Office, Work, and Storage Areas.
m. Housekeeping & Cleaning of Construction Areas.
n. Safety Procedures.
o. First Aid.

p. Draft Application for Payment Periodic Submittals Certification Statement (At Appropriately Timed Meeting Each Month).
q. Updated Submittal, RFI, SI, RFP, COP, CCD, and CO Logs.
r. New Submittals, RFI's, SI's, RFP's, COP's, CCD's, CO's, etc…
s. Any Project Coordination Issues or Drawings.
t. Quality Control, Inspections, and Testing.
u. Temporary Facilities.
v. 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 Engineer and Owner, and as additionally directed by the Engineer.

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 Engineer 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 PROCEEDURES

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 Engineer.

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. Engineer's Action: Within five (5) days of receipt of a request for substitution the Engineer 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 Engineer 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 Engineer'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 Engineer in writing by certified mail immediately.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. The Contractor's submittal and the Engineer'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 Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer 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 Engineer 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 Engineer, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. Proposal requests issued by the Engineer 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 Engineer 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 Engineer.

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 Engineer.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive, if so directed by the Engineer.

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 Engineer 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 Engineer 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 – Submittal Procedures

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 Engineer.

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.
h. List of principal suppliers and fabricators.
i. Schedule of submittals.

2. Submit the Schedule of Values to the Engineer 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

Engineer 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 Engineer.
    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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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/Engineer.
        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 Engineer 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 Engineer.
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 Engineer'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)

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:_____
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: Through Period
Starting _____ Ending _____

1. _____(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 013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 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. Coordination and cutting, drilling and patching.
2. General installation provisions.
3. Administrative and supervisory personnel.
4. 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. Show the relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Comply with requirements contained in Section 01300 – Submittals.
4. Format to be as directed by the Engineer.

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 Engineer.

PART 2 - PRODUCTS (Not Applicable)

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 Engineer 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 Engineer 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.
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

SECTION 013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

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

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 01027 "Applications for Payment".

D. "Project Closeout", Section 01700, 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 contactor 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. Engineer.
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. Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer.
    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 Engineer using a transmittal form. The Engineer 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 CONTRACTOR'S PROGRESS SCHEDULE

A. Bar (Gantt) Chart Schedule: Meeting the requirements of Section 00200 Paragraphs 4.10, 4.10.1, 8.2.3 through 8.2.9. Prepare a fully developed, horizontal bar type of chart titled: “Progress Schedule”. A sample is attached at the end of this section, some requirements specified here are not shown in the sample.

B. Time, the horizontal (x) axis in this schedule shall show the start of on site work through the Date of Substantial Completion, show the time for completion of punch list items, and show the time for general warranty and completion of commissioning.

C. Provide a separate time bar for each line in the approved “Schedule of Values” with the incremental value of work in place for each month. Work Completed (in place) must be 99% of contract value to achieve Substantial Completion. Provide a continuous vertical line to identify the first working day of each month.

D. At the bottom of the progress schedule provide:
   1. a first line showing the total value of the work planned to be completed (in place) for each month,
   2. a second line showing the cumulative total value of the work planned to be completed (in place) to date,
   3. a third line showing the actual total value of the work certified as completed (in place) on the Application and Certificate for Payment for the month, and
   4. a fourth line showing the actual total cumulative value of the work certified as completed (in place) on the Application and Certificate for payment to date.
   5. Refer to Division 1 Section 01027 "Applications for Payment" for cost reporting and payment procedures.

E. Distribution: Following approval of the initial submittal, print and distribute copies to the Engineer, Owner, subcontractors, and other parties required to provide actual work in place and conform to schedule.

F. Revisions: Revisions to values and or time shown in the Progress Schedule may only be made to reflect a Change Order and in accordance with Section 00200 Paragraph 8.2.7. When revisions are made, distribute to the same parties and post at the job-site. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

G. Progress Schedule Updating: Revise the schedule after each meeting, where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

Progress Schedule (as required by Article 8, Paragraphs 8.2.3 & 8.2.4 of the General Conditions)

(Project Name)	(Architect)	(Date)	(Approved by Architect)
(City of Worcester Dept. or Facility)	(Construction Manager)	(Revision Date)	
(Project Address)	(Contractor)	(Revised Through)	

Section Number	Section or Filed Sub-bid Section	Mar-98 1	Apr-98 2	May-98 3	Jun-98 4	Jul-98 5	Oct-98 6	Nov-98 7	Dec-98 8	Totals
01000	General Requirements	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$4,000	$32,000
02000	Sitework	$10,000	$10,000						$10,000	$30,000
03000	Concrete		$4,000	$12,000			$8,000			$24,000
04000	Masonry			$8,000	$10,000	$12,000				$30,000
05000	Metals			$20,000						$20,000
05500	Metal Fabrications							$7,000		$7,000
06000	Wood & Plastics								$4,000	$4,000
07100	Waterproofing & Caulking				$3,000					$3,000
07600	Roofing & Flashing					$12,000				$12,000
08000	Doors & Windows						$4,000			$4,000
08520	Alum. Windows							$8,000		$8,000
08800	Glass & Glazing								$1,000	$1,000
09250	Gypsum Drywall						$6,000	$5,000		$11,000
09310	Ceramic Tile							$2,000		$2,000
09511	Accoustical Ceilings							$1,000	$1,000	$2,000
09650	Resilient Flooring								$3,000	$3,000
09900	Painting								$2,000	$2,000
10000	Specialties								$14,000	$14,000
14204	Hydraulic Elevators						$8,000	$8,000	$8,000	$24,000
15400	Plumbing			$1,000	$2,000			$3,000	$5,000	$11,000
15600	HVAC					$4,000	$5,000		$4,000	$13,000
16000	Electrical			$1,000	$3,000			$4,000	$4,000	$12,000
	Total Planned to be Completed This Month	$14,000	$18,000	$46,000	$22,000	$32,000	$35,000	$42,000	$60,000	
	Total planned to be Completed To Date	$14,000	$32,000	$78,000	$100,000	$132,000	$167,000	$209,000	$269,000	$269,000
	Actual Total Completed This Month	$11,000	$22,000	$38,000						
	Actual Total Completed To Date	$11,000	$33,000	$71,000	$71,000	$71,000	$71,000	$71,000	$71,000	$470,000

1.5 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 Engineer.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Engineer, 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.

1.6 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site, and submit copies to the Engineer 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.

1.7 SHOP DRAWINGS

A. The Contractor's submittal and the Engineer'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.

1.8 PRODUCT DATA

A. The Contractor's submittal and the Engineer'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.
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.

1.9 SAMPLES

A. The Contractor's submittal and the Engineer'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 Engineer'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 Engineer'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.

1.10 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.

1.11 ENGINEER'S ACTION

A. Except for submittals of record or information, where action and return is required or requested, the Engineer 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 Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The Engineer 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".

1.12 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 Engineer prior to permit application for "wet stamping" of Engineer 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

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 Engineer.

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 Engineer, 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 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 utilities required include, but are not limited to:

1. Temporary power and lighting as specified in Division 260000.

2. Temporary heat & winter conditions.

C. 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

D. 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.

E. 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.

F. 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.

G. 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; 6th 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.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change from use of temporary service to use of permanent service.

B. 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.

C. Maintain the continuity of all utility services at all times across all Phases of the Construction Project, unless otherwise directed by the Engineer 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 Engineer, 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 01010 – 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 FACILTIES

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

a. Provide the Engineer 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 01300 – Submittals 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 Engineer. 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 Engineer 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 workers, 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.

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 Engineer's approval, but such approval, or lack of inspection or approval, by the Owner or the Engineer, shall not be construed as relieving the Contractor of any of his responsibilities under the Contract.

TEMPORARY STORAGE FACILITIES

C. Space for storage of materials shall be confined to the construction areas outside the building and as designated and/or approved by the Engineer.

D. 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.

2.13 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.

2.14 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 Engineer, 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.

2.15 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 daily, and the contents legally disposed of at daily 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 on Franklin Street 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. The use a construction debris chutes is permitted.

G. All waste materials and rubbish shall be disposed of legally, off the site.

2.16 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 Engineer. 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.

2.17 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 01010 – Summary of Work for additional information regarding the police details and the appropriate pay rates.

2.18 PARKING

A. Parking will be permitted on site or as directed by the owner.

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 Engineer 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 016000 – PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Reference Standards and Definitions: Refer to Section 014200 “References” for the applicability of industry standards to products specified.

C. The Contractor’s Construction Schedule and the Submittal Schedule are specified under Section 013300 “Submittals Procedures”.

D. Administration procedures for handling requests for substitutions made after award of the Contract are specified under Section 012500 “Substitution Procedures”.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.

    a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.

2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Prepare a schedule in tabular form showing each product listed. Include the manufacturer's name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.
2. Form: Prepare product list with information on each item tabulated under the following column headings:

    a. Related Specification Section number.
    b. Generic name used in Contract Documents.
    c. Proprietary name, model number, and similar designations.

d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.
h. Specific Product "Material Safety Data Sheet" reference.

3. Submittal: Within twenty (20) days after date of commencement of the Work, submit four (4) copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

   a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.

4. Engineer's Action: The Engineer will respond in writing to Contractor. No response constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer's response will include the following:

   a. A list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 MATERIAL SAFETY DATA SHEETS MANUAL

A. Within ten (10) days after submission of Product List Schedule and before materials may be delivered to jobsite, submit one (1) or more 8 ½ x 11 paper size three (3) ring binder with the Product List Schedule and Material Safety Data Sheet for each product. Using the Product List Schedule as table of contents arrange Materials Safety Data Sheets in table of contents order.

B. Submit one (1) copy of materials Safety Data Sheet Manual to Clerk of the Works and Engineer.

   1. Provide one (1) copy of Material Safety Data Sheets for insertion in Manual for products listed on additional Product List Schedules.

C. This requirement is in addition to any obligation the Contractor has to maintain Material Safety Data Sheets at job site or elsewhere.

1.6 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

   1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

   1. Schedule delivery to minimize long-term storage at the site.
   2. Coordinate delivery with installation time.

3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection.

6. Store and maintain products within acceptable environmental ranges and conditions required by manufacturer’s instructions.

1.8 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 Engineer in writing by certified mail immediately.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.

B. Product Selection Procedures: Product Selection is governed by the Contract Documents and governing regulations; not by previous project experience. Procedures governing product selection include the following:

1. Where products or manufacturers are specified by name, accompanied by the term "or equal" or "or approved equal", comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
2. Non-proprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, they do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. General overall performance of a Product is implied where the product is specified for a specific application.

    a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.

5. Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.

a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for non-compliance with specified requirements.

7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 017400 - WARRANTIES AND BONDS

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 warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty on workmanship and materials.

B. General Closeout requirements and procedures are included in Section 017000 "Project Closeout".

1. Specific requirements for warranties on products and installations specified to be warranted are included in the individual Sections of Divisions 2 through 16.
2. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each prime contractor is responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation, as determined by the Engineer.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. The Owner reserves the right to refuse to accept the Work for the Project where a special warranty, certification or similar commitment on the Work or part of the Work is required, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Engineer bound in the Project Closeout Manual as described in Section 017700 – Closeout Procedures. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within ten (10) days of completion of that designated portion of the Work.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties, submit a draft to the Engineer, for approval prior to final execution.

C. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor and subcontractor, supplier, or manufacturer. Submit a draft to the Engineer for approval prior to final execution.

1. Refer to individual Sections of Divisions 2 through 16 for specific content requirements and particular requirements for submitting special warranties.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the appropriate Sections of the Specification.

1. When products, equipment, or materials fail and/or continue to be a repetitive source of problems, with no satisfactory resolution (e.g. Pumping Equipment) during the warranty period, the Owner reserves the right to extend the period of time of the initial warranty period. If no satisfactory resolution can be reached during this resolution period, then the Owner reserves the right to demand for the full replacement of the particular item in question, including all associated work required to execute this replacement at no cost to the Owner.

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 43.

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 Engineer 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.
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 Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. The Engineer 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 Engineer 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 Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. 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 Engineer.
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 Engineer 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 Engineer.

1. Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer 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 Engineer 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, Engineer 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 Engineer.

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:

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 Engineer. 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 Engineer 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. Engineer 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.

1.7 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. Engineer 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 017400 – Warranties and Bonds for additional requirements.

1.10 FINAL CLEANING

A. General: General cleaning during construction operations is specified as Work of Section 015000 – 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 Engineer, 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. Engineerural 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.
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

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 Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages / Total Gross Wages	Check No. (H)

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

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

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

Date Received by Awarding Authority
/ /

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 _____

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

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

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

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Worcester	**City/Town:**	WORCESTER
Contract Number:	8746-M7		
Description of Work:	ADA Upgrades for Burncoat High School		
Job Location:	179 Burncoat Street Worcester MA 01606		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$41.95	$16.17	$21.78	$0.00	$0.00	$79.90
	12/1/2026	$41.95	$16.17	$23.52	$0.00	$0.00	$81.64
	1/1/2027	$41.95	$16.77	$23.52	$0.00	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.02	$16.17	$21.78	$0.00	$0.00	$79.97
	12/1/2026	$42.02	$16.17	$23.52	$0.00	$0.00	$81.71
	1/1/2027	$42.02	$16.77	$23.52	$0.00	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.14	$16.17	$21.78	$0.00	$0.00	$80.09
	12/1/2026	$42.14	$16.17	$23.52	$0.00	$0.00	$81.83
	1/1/2027	$42.14	$16.77	$23.52	$0.00	$0.00	$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2) For apprentice rates see "Apprentice- PILE DRIVER"	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
ASBESTOS WORKER (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
BACKHOE/FRONT-END LOADER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
LABORERS	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
LABORERS - ZONE 2	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
LABORERS	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
BOILER MAKER	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
2	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
3	70.00	$33.68	$7.07	$10.03	$4.20	$0.00	$54.98
4	75.00	$36.09	$7.07	$10.74	$4.50	$0.00	$58.40
5	80.00	$38.50	$7.07	$11.45	$4.80	$0.00	$61.82
6	85.00	$40.90	$7.07	$12.18	$5.10	$0.00	$65.25
7	90.00	$43.31	$7.07	$12.88	$5.40	$0.00	$68.66
8	95.00	$45.71	$7.07	$13.62	$5.70	$0.00	$72.10

Apprentice to Journeyworker Ratio: 1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2026	$65.81	$12.84	$15.57	$7.33	$0.00	$101.55
BRICKLAYERS LOCAL 3	8/1/2026	$68.01	$12.84	$15.57	$7.33	$0.00	$103.75
BRICKLAYERS LOCAL 3 (WORCESTER)	2/1/2027	$69.41	$12.84	$15.57	$7.33	$0.00	$105.15

Construction

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

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$32.91	$12.84	$15.57	$7.33	$0.00	$68.65
2	60.00	$39.49	$12.84	$15.57	$7.33	$0.00	$75.23
3	70.00	$46.07	$12.84	$15.57	$7.33	$0.00	$81.81
4	80.00	$52.65	$12.84	$15.57	$7.33	$0.00	$88.39
5	90.00	$59.23	$12.84	$15.57	$7.33	$0.00	$94.97

Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.01	$12.84	$15.57	$7.33	$0.00	$69.75
2	60.00	$40.81	$12.84	$15.57	$7.33	$0.00	$76.55
3	70.00	$47.61	$12.84	$15.57	$7.33	$0.00	$83.35
4	80.00	$54.41	$12.84	$15.57	$7.33	$0.00	$90.15
5	90.00	$61.21	$12.84	$15.57	$7.33	$0.00	$96.95

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN	6/1/2026	$50.40	$10.90	$9.75	$9.80	$0.00	$80.85
LABORERS	12/1/2026	$51.90	$10.90	$9.75	$9.80	$0.00	$82.35
LABORERS - FOUNDATION AND MARINE							

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
LABORERS	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
LABORERS - FOUNDATION AND MARINE							

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN	6/1/2026	$49.58	$10.90	$9.75	$9.80	$0.00	$80.03
LABORERS	12/1/2026	$51.08	$10.90	$9.75	$9.80	$0.00	$81.53
LABORERS - FOUNDATION AND MARINE							

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER	3/1/2026	$50.85	$11.08	$11.47	$8.50	$0.00	$81.90
CARPENTERS	9/1/2026	$52.10	$11.08	$11.47	$8.50	$0.00	$83.15
CARPENTERS -ZONE 2 (Eastern Massachusetts)	3/1/2027	$53.35	$11.08	$11.47	$8.50	$0.00	$84.40

Apprentice: CARPENTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$22.88	$11.08	$0.00	$1.73	$0.00	$35.69
2	45.00	$22.88	$11.08	$0.00	$1.73	$0.00	$35.69
3	55.00	$27.97	$11.08	$0.00	$3.40	$0.00	$42.45
4	55.00	$27.97	$11.08	$0.00	$3.40	$0.00	$42.45
5	70.00	$35.60	$11.08	$11.41	$5.10	$0.00	$63.19
6	70.00	$35.60	$11.08	$11.41	$5.10	$0.00	$63.19
7	80.00	$40.68	$11.08	$11.44	$6.80	$0.00	$70.00
8	80.00	$40.68	$11.08	$11.44	$6.80	$0.00	$70.00

Apprentice: CARPENTER

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.45	$11.08	$0.00	$1.73	$0.00	$36.26
2	45.00	$23.45	$11.08	$0.00	$1.73	$0.00	$36.26
3	55.00	$28.66	$11.08	$0.00	$3.40	$0.00	$43.14
4	55.00	$28.66	$11.08	$0.00	$3.40	$0.00	$43.14
5	70.00	$36.47	$11.08	$11.41	$5.10	$0.00	$64.06
6	70.00	$36.47	$11.08	$11.41	$5.10	$0.00	$64.06
7	80.00	$41.68	$11.08	$11.44	$6.80	$0.00	$71.00
8	80.00	$41.68	$11.08	$11.44	$6.80	$0.00	$71.00

Apprentice to Journeyworker Ratio: 1:5

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME	10/1/2025	$27.37	$7.38	$4.47	$1.00	$0.00	$40.22
CARPENTERS	10/1/2026	$28.47	$7.38	$4.47	$1.00	$0.00	$41.32
CARPENTERS-ZONE 3 (Wood Frame)							

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.42	$7.38	$0.00	$0.00	$0.00	$23.80
2	60.00	$16.42	$7.38	$0.00	$0.00	$0.00	$23.80
3	65.00	$17.79	$7.38	$0.00	$1.00	$0.00	$26.17
4	70.00	$19.16	$7.38	$0.00	$1.00	$0.00	$27.54
5	75.00	$20.53	$7.38	$3.80	$1.00	$0.00	$32.71
6	80.00	$21.90	$7.38	$3.80	$1.00	$0.00	$34.08

Construction

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

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	85.00	$23.26	$7.38	$3.80	$1.00	$0.00	$35.44
8	90.00	$24.63	$7.38	$3.80	$1.00	$0.00	$36.81

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$17.08	$7.38	$0.00	$0.00	$0.00	$24.46
2	60.00	$17.08	$7.38	$0.00	$0.00	$0.00	$24.46
3	65.00	$18.51	$7.38	$0.00	$1.00	$0.00	$26.89
4	70.00	$19.93	$7.38	$0.00	$1.00	$0.00	$28.31
5	75.00	$21.35	$7.38	$3.80	$1.00	$0.00	$33.53
6	80.00	$22.78	$7.38	$3.80	$1.00	$0.00	$34.96
7	85.00	$24.20	$7.38	$3.80	$1.00	$0.00	$36.38
8	90.00	$25.62	$7.38	$3.80	$1.00	$0.00	$37.80

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING PLASTERERS AND CEMENT MASONS LOCAL 534 Plasterers and Cement Masons - Zone 1	1/1/2026	$53.24	$13.35	$16.43	$7.78	$1.80	$92.60
	7/1/2026	$54.49	$13.35	$16.43	$7.78	$1.80	$93.85
	1/1/2027	$55.94	$13.35	$16.43	$7.78	$1.80	$95.30
	7/1/2027	$57.29	$13.35	$16.43	$7.78	$1.80	$96.65
	1/1/2028	$58.64	$13.35	$16.43	$7.78	$1.80	$98.00

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.62	$13.35	$16.43	$0.00	$0.00	$56.40
2	60.00	$31.94	$13.35	$16.43	$7.78	$1.80	$71.30
3	65.00	$34.61	$13.35	$16.43	$7.78	$1.80	$73.97
4	70.00	$37.27	$13.35	$16.43	$7.78	$1.80	$76.63
5	75.00	$39.93	$13.35	$16.43	$7.78	$1.80	$79.29
6	80.00	$42.59	$13.35	$16.43	$7.78	$1.80	$81.95
7	90.00	$47.92	$13.35	$16.43	$0.00	$0.00	$77.70

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03

Construction

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

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$0.00	$7.78	$0.00	$70.17

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.61	$17.05	$13.35	$3.25	$0.00	$94.26
	12/1/2026	$62.09	$17.05	$13.35	$3.25	$0.00	$95.74

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
LABORERS	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
LABORERS - ZONE 2	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
LABORERS	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
LABORERS - ZONE 2	6/7/2027	$53.40	$10.90	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.00	$10.90	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.68	$10.90	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.35	$10.90	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
LABORERS	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
LABORERS - ZONE 2	6/7/2027	$53.15	$10.90	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$54.75	$10.90	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.43	$10.90	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.10	$10.90	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
LABORERS	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
LABORERS - ZONE 2	6/7/2027	$53.40	$10.90	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.00	$10.90	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.68	$10.90	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.35	$10.90	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
LABORERS	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
LABORERS - ZONE 2	6/7/2027	$53.15	$10.90	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$54.75	$10.90	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.43	$10.90	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.10	$10.90	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
LABORERS	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
LABORERS - ZONE 2	6/7/2027	$52.40	$10.90	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.00	$10.90	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.68	$10.90	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.35	$10.90	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$78.11	$10.08	$11.62	$12.67	$0.00	$112.48
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53
ELECTRICIAN	9/7/2025	$48.16	$14.98	$14.30	$5.30	$0.00	$82.74
ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34

Apprentice: ELECTRICIAN

Effective Date: 9/7/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$19.26	$14.98	$0.58	$0.00	$0.00	$34.82
2	45.00	$21.67	$14.98	$0.65	$0.00	$0.00	$37.30
3	48.00	$23.12	$14.98	$13.55	$2.54	$0.00	$54.19
4	55.00	$26.49	$14.98	$13.65	$2.92	$0.00	$58.04
5	65.00	$31.30	$14.98	$13.80	$3.45	$0.00	$63.53
6	80.00	$38.53	$14.98	$14.02	$4.24	$0.00	$71.77

Apprentice: ELECTRICIAN

Effective Date: 9/6/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$19.75	$15.96	$0.59	$0.00	$0.00	$36.30
2	45.00	$22.22	$15.96	$0.67	$0.00	$0.00	$38.85
3	48.00	$23.70	$15.96	$13.80	$2.61	$0.00	$56.07
4	55.00	$27.16	$15.96	$13.90	$2.99	$0.00	$60.01
5	65.00	$32.10	$15.96	$14.05	$3.53	$0.00	$65.64

Construction

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

Apprentice: ELECTRICIAN

Effective Date: 9/6/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	80.00	$39.50	$15.96	$14.28	$4.35	$0.00	$74.09

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	$69.23	$16.38	$11.06	$10.70	$0.00	$107.37
ELEVATOR CONSTRUCTORS LOCAL 41 ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	$72.23	$16.48	$11.16	$11.00	$0.00	$110.87

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.62	$16.38	$0.00	$0.00	$0.00	$51.00
2	55.00	$38.08	$16.38	$11.06	$10.70	$0.00	$76.22
3	65.00	$45.00	$16.38	$11.06	$10.70	$0.00	$83.14
4	70.00	$48.46	$16.38	$11.06	$10.70	$0.00	$86.60
5	80.00	$55.38	$16.38	$11.06	$10.70	$0.00	$93.52

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$36.12	$16.48	$0.00	$0.00	$0.00	$52.60
2	55.00	$39.73	$16.48	$11.16	$11.00	$0.00	$78.37
3	65.00	$46.95	$16.48	$11.16	$11.00	$0.00	$85.59
4	70.00	$50.56	$16.48	$11.16	$11.00	$0.00	$89.20
5	80.00	$57.78	$16.48	$11.16	$11.00	$0.00	$96.42

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER	1/1/2026	$48.46	$16.38	$11.06	$10.70	$0.00	$86.60
ELEVATOR CONSTRUCTORS LOCAL 41 ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2027	$50.56	$16.48	$11.16	$11.00	$0.00	$89.20

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	5/1/2026	$54.40	$16.55	$13.35	$3.25	$0.00	$87.55
OPERATING ENGINEERS LOCAL 4	11/1/2026	$55.69	$16.55	$13.35	$3.25	$0.00	$88.84
OPERATING ENGINEERS LOCAL 4	5/1/2027	$57.12	$16.55	$13.35	$3.25	$0.00	$90.27

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY	5/1/2026	$56.02	$16.55	$13.35	$3.25	$0.00	$89.17
OPERATING ENGINEERS LOCAL 4	11/1/2026	$57.32	$16.55	$13.35	$3.25	$0.00	$90.47
OPERATING ENGINEERS LOCAL 4	5/1/2027	$58.77	$16.55	$13.35	$3.25	$0.00	$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY	5/1/2026	$26.28	$16.55	$13.35	$3.25	$0.00	$59.43
OPERATING ENGINEERS LOCAL 4	11/1/2026	$27.04	$16.55	$13.35	$3.25	$0.00	$60.19
OPERATING ENGINEERS LOCAL 4	5/1/2027	$27.89	$16.55	$13.35	$3.25	$0.00	$61.04
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/7/2025	$48.16	$14.98	$14.30	$5.30	$0.00	$82.74
ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINT/COMMISSIONING	9/7/2025	$48.16	$14.98	$14.30	$5.30	$0.00	$82.74
ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIREMAN (ASST. ENGINEER)	6/1/2026	$47.55	$17.05	$13.35	$3.25	$0.00	$81.20
OPERATING ENGINEERS LOCAL 4	12/1/2026	$48.73	$17.05	$13.35	$3.25	$0.00	$82.38
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	6/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
LABORERS	12/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FLOORCOVERER	3/1/2024	$48.93	$10.33	$11.47	$8.80	$0.00	$79.53
FLOORCOVERERS LOCAL 2168							
FLOORCOVERERS LOCAL 2168 ZONE II							

Apprentice: FLOORCOVERER

Effective Date: 3/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.47	$10.33	$0.00	$1.76	$0.00	$36.56
2	55.00	$26.91	$10.33	$0.00	$1.76	$0.00	$39.00
3	60.00	$29.36	$10.33	$0.00	$3.52	$0.00	$43.21
4	65.00	$31.80	$10.33	$0.00	$3.52	$0.00	$45.65
5	70.00	$34.25	$10.33	$11.47	$5.28	$0.00	$61.33
6	75.00	$36.70	$10.33	$11.47	$5.28	$0.00	$63.78
7	80.00	$39.14	$10.33	$11.47	$7.04	$0.00	$67.98
8	85.00	$41.59	$10.33	$11.47	$7.04	$0.00	$70.43

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 GLAZIERS LOCAL 35 (ZONE 2)	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.88	$0.00	$44.21
3	60.00	$29.44	$10.35	$0.00	$7.50	$0.00	$47.29
4	65.00	$31.89	$10.35	$0.00	$8.13	$0.00	$50.37
5	70.00	$34.34	$10.35	$12.00	$8.75	$0.00	$65.44
6	75.00	$36.80	$10.35	$12.00	$9.38	$0.00	$68.53
7	80.00	$39.25	$10.35	$12.00	$10.00	$0.00	$71.60
8	90.00	$44.15	$10.35	$12.00	$11.25	$0.00	$77.75

Apprentice to Journeyworker Ratio: 1:1

HOISTING ENGINEER/CRANES/GRADALLS	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.66	$0.00	$0.00	$0.00	$0.00	$32.66
2	60.00	$35.63	$17.05	$13.35	$3.25	$0.00	$69.28
3	65.00	$38.60	$17.05	$13.35	$3.25	$0.00	$72.25
4	70.00	$41.57	$17.05	$13.35	$3.25	$0.00	$75.22
5	75.00	$44.54	$17.05	$13.35	$3.25	$0.00	$78.19
6	80.00	$47.50	$17.05	$13.35	$3.25	$0.00	$81.15
7	85.00	$50.47	$17.05	$13.35	$3.25	$0.00	$84.12
8	90.00	$53.44	$17.05	$13.35	$3.25	$0.00	$87.09

Construction

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

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$33.46	$0.00	$0.00	$0.00	$0.00	$33.46
2	60.00	$36.50	$17.05	$13.35	$3.25	$0.00	$70.15
3	65.00	$39.54	$17.05	$13.35	$3.25	$0.00	$73.19
4	70.00	$42.58	$17.05	$13.35	$3.25	$0.00	$76.23
5	75.00	$45.62	$17.05	$13.35	$3.25	$0.00	$79.27
6	80.00	$48.66	$17.05	$13.35	$3.25	$0.00	$82.31
7	85.00	$51.71	$17.05	$13.35	$3.25	$0.00	$85.36
8	90.00	$54.75	$17.05	$13.35	$3.25	$0.00	$88.40

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK)	7/1/2025	$43.48	$12.94	$11.01	$8.72	$2.13	$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	$43.48	$13.54	$11.01	$11.12	$2.13	$81.28
	7/1/2027	$44.98	$13.54	$11.01	$11.12	$2.13	$82.78
	1/1/2028	$46.48	$13.54	$11.01	$11.12	$2.13	$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (ELECTRICAL CONTROLS)	9/7/2025	$48.16	$14.98	$14.30	$5.30	$0.00	$82.74
ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
ELECTRICIANS LOCAL 96							
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR)	7/1/2025	$43.48	$12.94	$11.01	$8.72	$2.13	$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	$43.48	$13.54	$11.01	$11.12	$2.13	$81.28
	7/1/2027	$44.98	$13.54	$11.01	$11.12	$2.13	$82.78
	1/1/2028	$46.48	$13.54	$11.01	$11.12	$2.13	$84.28
For apprentice rates see "Apprentice- SHEET METAL WORKER"							
HVAC (TESTING AND BALANCING -WATER)	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77
PLUMBERS LOCAL 4							
PLUMBERS LOCAL 4							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77
PLUMBERS LOCAL 4							
PLUMBERS LOCAL 4							
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS	6/1/2026	$42.41	$10.90	$9.75	$9.11	$0.00	$72.17
LABORERS	12/1/2026	$43.85	$10.90	$9.75	$9.11	$0.00	$73.61
LABORERS - ZONE 2	6/1/2027	$45.30	$10.90	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$46.75	$10.90	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.25	$10.90	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$49.75	$10.90	$9.75	$9.11	$0.00	$79.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY)	6/1/2026	$42.41	$10.90	$9.75	$9.21	$0.00	$72.27
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.85	$10.90	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS)	9/1/2025	$54.31	$14.75	$9.52	$10.09	$0.00	$88.67
HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	9/1/2026	$57.38	$14.75	$9.52	$10.09	$0.00	$91.74

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.16	$14.75	$9.27	$5.05	$0.00	$56.23
2	60.00	$32.59	$14.75	$9.32	$6.05	$0.00	$62.71
3	70.00	$38.02	$14.75	$9.37	$7.06	$0.00	$69.20
4	80.00	$43.45	$14.75	$9.42	$8.07	$0.00	$75.69

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$28.69	$14.75	$9.27	$5.05	$0.00	$57.76
2	60.00	$34.43	$14.75	$9.32	$6.05	$0.00	$64.55
3	70.00	$40.17	$14.75	$9.37	$7.06	$0.00	$71.35
4	80.00	$45.90	$14.75	$9.42	$8.07	$0.00	$78.14

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (WORCESTER AREA)	3/16/2026	$58.35	$9.25	$12.75	$15.00	$0.00	$95.35

Apprentice: IRONWORKER/WELDER

Effective Date: 3/16/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	70.00	$40.85	$9.25	$12.75	$5.00	$0.00	$67.85
2	80.00	$46.68	$9.25	$12.75	$5.00	$0.00	$73.68
3	90.00	$52.52	$9.25	$12.75	$5.00	$0.00	$79.52
4	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
LABORERS - ZONE 2	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LABORER	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
LABORERS	12/1/2026	$43.10	$10.90	$9.75	$9.11	$0.00	$72.86
LABORERS - ZONE 2	6/1/2027	$44.55	$10.90	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.00	$10.90	$9.75	$9.11	$0.00	$54.76
2	70.00	$29.16	$10.90	$9.75	$9.11	$0.00	$58.92
3	80.00	$33.33	$10.90	$9.75	$9.11	$0.00	$63.09
4	90.00	$37.49	$10.90	$9.75	$9.11	$0.00	$67.25

Apprentice: LABORER

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.86	$10.90	$9.75	$9.11	$0.00	$55.62
2	70.00	$30.17	$10.90	$9.75	$9.11	$0.00	$59.93
3	80.00	$34.48	$10.90	$9.75	$9.11	$0.00	$64.24
4	90.00	$38.79	$10.90	$9.75	$9.11	$0.00	$68.55

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY)	6/1/2026	$41.66	$10.90	$9.75	$9.21	$0.00	$71.52
LABORERS	12/1/2026	$43.10	$10.90	$9.75	$9.21	$0.00	$72.96
LABORERS - ZONE 2 (HEAVY & HIGHWAY)							

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.00	$10.90	$9.75	$9.21	$0.00	$54.86
2	70.00	$29.16	$10.90	$9.75	$9.21	$0.00	$59.02
3	80.00	$33.33	$10.90	$9.75	$9.21	$0.00	$63.19
4	90.00	$37.49	$10.90	$9.75	$9.10	$0.00	$67.24

Construction

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

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 12/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.86	$10.90	$9.75	$9.21	$0.00	$55.72
2	70.00	$30.17	$10.90	$9.75	$9.21	$0.00	$60.03
3	80.00	$34.48	$10.90	$9.75	$9.21	$0.00	$64.34
4	90.00	$38.79	$10.90	$9.75	$9.21	$0.00	$68.65

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.10	$10.90	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.55	$10.90	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.10	$10.90	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.55	$10.90	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	6/1/2026	$41.75	$10.90	$9.75	$9.65	$0.00	$72.05
	12/7/2026	$43.19	$10.90	$9.75	$9.65	$0.00	$73.49
	6/7/2027	$44.64	$10.90	$9.75	$9.65	$0.00	$74.94
	12/6/2027	$46.09	$10.90	$9.75	$9.65	$0.00	$76.39
	6/5/2028	$47.59	$10.90	$9.75	$9.65	$0.00	$77.89
	12/4/2028	$49.09	$10.90	$9.75	$9.65	$0.00	$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS LABORERS - ZONE 2	12/1/2026	$43.10	$10.90	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.55	$10.90	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS LABORERS - ZONE 2	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.10	$10.90	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.55	$10.90	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.00	$10.90	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.50	$10.90	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.00	$10.90	$9.75	$9.11	$0.00	$78.76

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

LASER BEAM OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21

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

MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2026	$52.08	$12.84	$15.57	$5.78	$0.00	$86.27
	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.04	$12.84	$15.57	$5.78	$0.00	$60.23
2	60.00	$31.25	$12.84	$15.57	$5.78	$0.00	$65.44
3	70.00	$36.46	$12.84	$15.57	$5.78	$0.00	$70.65
4	80.00	$41.66	$12.84	$15.57	$5.78	$0.00	$75.85
5	90.00	$46.87	$12.84	$15.57	$5.78	$0.00	$81.06

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.92	$12.84	$15.57	$5.78	$0.00	$61.11

Construction

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

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	60.00	$32.30	$12.84	$15.57	$5.78	$0.00	$66.49
3	70.00	$37.69	$12.84	$15.57	$5.78	$0.00	$71.88
4	80.00	$43.07	$12.84	$15.57	$5.78	$0.00	$77.26
5	90.00	$48.46	$12.84	$15.57	$5.78	$0.00	$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	$67.97	$12.84	$15.57	$7.99	$0.00	$104.37
BRICKLAYERS LOCAL 3	8/1/2026	$70.17	$12.84	$15.57	$7.99	$0.00	$106.57
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.99	$12.84	$15.57	$7.99	$0.00	$70.39
2	60.00	$40.78	$12.84	$15.57	$7.99	$0.00	$77.18
3	70.00	$47.58	$12.84	$15.57	$7.99	$0.00	$83.98
4	80.00	$54.38	$12.84	$15.57	$7.99	$0.00	$90.78
5	90.00	$61.17	$12.84	$15.57	$7.99	$0.00	$97.57

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.09	$12.84	$15.57	$7.99	$0.00	$71.49
2	60.00	$42.10	$12.84	$15.57	$7.99	$0.00	$78.50
3	70.00	$49.12	$12.84	$15.57	$7.99	$0.00	$85.52
4	80.00	$56.14	$12.84	$15.57	$7.99	$0.00	$92.54
5	90.00	$63.15	$12.84	$15.57	$7.99	$0.00	$99.55

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 3)	1/5/2026	$45.20	$10.58	$11.47	$9.75	$0.00	$77.00

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MILLWRIGHTS LOCAL 1121 MILLWRIGHTS LOCAL 1121 - Zone 3							

Apprentice: MILLWRIGHT (Zone 3)

Effective Date: 1/5/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$24.86	$10.58	$0.00	$5.36	$0.00	$40.80
2	65.00	$29.38	$10.58	$0.00	$6.34	$0.00	$46.30
3	75.00	$33.90	$10.58	$11.47	$7.31	$0.00	$63.26
4	85.00	$38.42	$10.58	$11.47	$8.29	$0.00	$68.76

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

MORTAR MIXER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$25.07	$17.05	$13.35	$3.25	$0.00	$58.72
	12/1/2026	$25.74	$17.05	$13.35	$3.25	$0.00	$59.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$31.17	$17.05	$13.35	$3.25	$0.00	$64.82
	12/1/2026	$31.97	$17.05	$13.35	$3.25	$0.00	$65.62
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.50	$0.00	$94.41

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13

Construction

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

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$25.23	$10.35	$0.00	$0.00	$0.00	$35.58
2	55.00	$27.75	$10.35	$0.00	$6.93	$0.00	$45.03
3	60.00	$30.28	$10.35	$0.00	$7.56	$0.00	$48.19
4	65.00	$32.80	$10.35	$0.00	$8.19	$0.00	$51.34
5	70.00	$35.32	$10.35	$12.00	$8.82	$0.00	$66.49
6	75.00	$37.85	$10.35	$12.00	$9.45	$0.00	$69.65
7	80.00	$40.37	$10.35	$12.00	$10.08	$0.00	$72.80
8	90.00	$45.41	$10.35	$12.00	$11.34	$0.00	$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	$48.52	$10.35	$12.00	$12.60	$0.00	$83.47

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.26	$10.35	$0.00	$0.00	$0.00	$34.61
2	55.00	$26.69	$10.35	$0.00	$6.93	$0.00	$43.97
3	60.00	$29.11	$10.35	$0.00	$7.56	$0.00	$47.02
4	65.00	$31.54	$10.35	$0.00	$8.19	$0.00	$50.08
5	70.00	$33.96	$10.35	$12.00	$8.82	$0.00	$65.13

Construction

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
6	75.00	$36.39	$10.35	$12.00	$9.45	$0.00	$68.19
7	80.00	$38.82	$10.35	$12.00	$10.08	$0.00	$71.25
8	90.00	$43.67	$10.35	$12.00	$11.34	$0.00	$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

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

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.93	$0.00	$44.26
3	60.00	$29.44	$10.35	$0.00	$7.56	$0.00	$47.35
4	65.00	$31.89	$10.35	$0.00	$8.19	$0.00	$50.43
5	70.00	$34.34	$10.35	$12.00	$8.82	$0.00	$65.51
6	75.00	$36.80	$10.35	$12.00	$9.45	$0.00	$68.60
7	80.00	$39.25	$10.35	$12.00	$10.08	$0.00	$71.68
8	90.00	$44.15	$10.35	$12.00	$11.34	$0.00	$77.84

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.56	$10.35	$0.00	$0.00	$0.00	$33.91
2	55.00	$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3	60.00	$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4	65.00	$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5	70.00	$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6	75.00	$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7	80.00	$37.70	$10.35	$12.00	$10.08	$0.00	$70.13
8	90.00	$42.41	$10.35	$12.00	$11.34	$0.00	$76.10

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.66	$10.90	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.10	$10.90	$9.75	$9.21	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$41.78	$16.17	$21.78	$0.00	$0.00	$79.73
	12/1/2026	$41.78	$16.17	$23.52	$0.00	$0.00	$81.47
	1/1/2027	$41.78	$16.77	$23.52	$0.00	$0.00	$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 2)	8/1/2024	$51.97	$10.08	$11.62	$12.67	$0.00	$86.34

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.39	$10.08	$0.00	$2.53	$0.00	$36.00
2	55.00	$28.58	$10.08	$0.00	$5.07	$0.00	$43.73
3	70.00	$36.38	$10.08	$11.62	$7.60	$0.00	$65.68
4	80.00	$41.58	$10.08	$11.62	$10.14	$0.00	$73.42

Apprentice to Journeyworker Ratio: 1:5

PIPELAYER LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
PIPELAYER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PLUMBER & PIPEFITTER PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

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

Apprentice: PLUMBER & PIPEFITTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$22.36	$13.10	$0.00	$0.00	$0.00	$35.46
2	50.00	$27.95	$13.10	$0.00	$0.00	$0.00	$41.05
3	60.00	$33.54	$13.10	$0.00	$0.00	$0.00	$46.64
4	70.00	$39.13	$13.10	$0.00	$8.06	$0.00	$60.29
5	80.00	$44.72	$13.10	$0.00	$8.06	$0.00	$65.88

Apprentice to Journeyworker Ratio: 1:3

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
PNEUMATIC DRILL/TOOL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	6/1/2026	$42.66	$10.90	$9.75	$9.11	$0.00	$72.42
	12/1/2026	$44.10	$10.90	$9.75	$9.11	$0.00	$73.86
	6/1/2027	$45.55	$10.90	$9.75	$9.11	$0.00	$75.31
	12/1/2027	$47.00	$10.90	$9.75	$9.11	$0.00	$76.76
	6/1/2028	$48.50	$10.90	$9.75	$9.11	$0.00	$78.26
	12/1/2028	$50.00	$10.90	$9.75	$9.11	$0.00	$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$42.66	$10.90	$9.75	$9.21	$0.00	$72.52
	12/1/2026	$44.10	$10.90	$9.75	$9.21	$0.00	$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 170 TEAMSTERS 170 - Dauphinais (Bellingham)	1/1/2025	$27.60	$11.26	$6.15	$0.00	$0.00	$45.01
RECLAIMERS OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg) ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	$53.53	$14.53	$12.67	$9.03	$0.00	$89.76

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.77	$14.53	$6.52	$9.03	$0.00	$56.85
2	60.00	$32.12	$14.53	$12.67	$9.03	$0.00	$68.35
3	65.00	$34.79	$14.53	$12.67	$9.03	$0.00	$71.02
4	75.00	$40.15	$14.53	$12.67	$9.03	$0.00	$76.38
5	85.00	$45.50	$14.53	$12.67	$9.03	$0.00	$81.73

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	2/1/2026	$53.78	$14.53	$12.67	$9.03	$0.00	$90.01
For apprentice rates see "Apprentice- ROOFER"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	7/1/2025	$43.48	$12.94	$11.01	$8.72	$2.13	$78.28
SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
SHEETMETAL WORKERS LOCAL 63	1/1/2027	$43.48	$13.54	$11.01	$11.12	$2.13	$81.28
	7/1/2027	$44.98	$13.54	$11.01	$11.12	$2.13	$82.78
	1/1/2028	$46.48	$13.54	$11.01	$11.12	$2.13	$84.28

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$19.57	$5.82	$4.95	$0.00	$0.85	$31.19
2	50.00	$21.74	$6.47	$5.51	$0.00	$0.94	$34.66
3	55.00	$23.91	$7.12	$9.91	$0.00	$1.15	$42.09
4	60.00	$26.09	$7.76	$9.91	$0.00	$1.23	$44.99
5	65.00	$28.26	$8.41	$9.91	$0.00	$1.31	$47.89
6	70.00	$30.44	$9.06	$9.91	$0.00	$1.39	$50.80
7	75.00	$32.61	$9.71	$9.91	$0.00	$1.47	$53.70
8	80.00	$34.78	$10.35	$9.91	$8.72	$1.78	$65.54
9	85.00	$36.96	$11.00	$9.91	$8.72	$1.86	$68.45
10	90.00	$39.13	$11.65	$9.91	$8.72	$1.94	$71.35

Apprentice: SHEETMETAL WORKER

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$19.57	$5.96	$4.95	$0.00	$0.85	$31.33
2	50.00	$21.74	$6.62	$5.51	$0.00	$0.94	$34.81
3	55.00	$23.91	$7.28	$9.91	$0.00	$1.15	$42.25
4	60.00	$26.09	$7.94	$9.91	$0.00	$1.23	$45.17
5	65.00	$28.26	$8.60	$9.91	$0.00	$1.31	$48.08
6	70.00	$30.44	$9.27	$9.91	$0.00	$1.39	$51.01
7	75.00	$32.61	$9.93	$9.91	$0.00	$1.47	$53.92
8	80.00	$34.78	$10.59	$9.91	$9.92	$1.78	$66.98
9	85.00	$36.96	$11.25	$9.91	$9.92	$1.86	$69.90
10	90.00	$39.13	$11.92	$9.91	$9.92	$1.94	$72.82

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
TEAMSTERS JOINT COUNCIL NO. 10	12/1/2026	$42.53	$16.17	$23.52	$0.00	$0.00	$82.22
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2027	$42.53	$16.77	$23.52	$0.00	$0.00	$82.82
SPRINKLER FITTER	4/1/2026	$56.54	$13.60	$7.45	$9.41	$0.00	$87.00
SPRINKLER FITTERS LOCAL 669	7/1/2026	$56.54	$13.60	$7.45	$9.41	$0.00	$87.00

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
SPRINKLER FITTERS LOCAL 669	10/1/2026	$56.54	$13.60	$7.45	$9.41	$0.00	$87.00
	1/1/2027	$56.54	$14.55	$7.50	$9.41	$0.00	$88.00
	4/1/2027	$59.83	$14.55	$7.50	$9.41	$0.00	$91.29
	7/1/2027	$59.83	$14.55	$7.50	$9.41	$0.00	$91.29
	10/1/2027	$59.83	$14.55	$7.50	$9.41	$0.00	$91.29
	1/1/2028	$59.83	$15.50	$7.55	$9.41	$0.00	$92.29

Apprentice: SPRINKLER FITTER

Effective Date: 4/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	$28.36	$9.64	$0.00	$0.00	$0.00	$38.00
2	48.00	$31.66	$9.64	$0.00	$0.00	$0.00	$41.30
3	52.00	$34.29	$13.60	$7.45	$1.15	$0.00	$56.49
4	56.00	$36.93	$13.60	$7.45	$1.15	$0.00	$59.13
5	59.00	$38.91	$13.60	$7.45	$1.40	$0.00	$61.36
6	64.00	$42.21	$13.60	$7.45	$1.40	$0.00	$64.66
7	68.00	$44.85	$13.60	$7.45	$1.40	$0.00	$67.30
8	72.00	$47.48	$13.60	$7.45	$1.40	$0.00	$69.93
9	76.00	$50.12	$13.60	$7.45	$1.40	$0.00	$72.57
10	80.00	$52.76	$13.60	$7.45	$1.40	$0.00	$75.21

Apprentice: SPRINKLER FITTER

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	$28.36	$9.64	$0.00	$0.00	$0.00	$38.00
2	48.00	$31.66	$9.64	$0.00	$0.00	$0.00	$41.30
3	52.00	$34.29	$13.60	$7.45	$1.15	$0.00	$56.49
4	56.00	$36.93	$13.60	$7.45	$1.15	$0.00	$59.13
5	59.00	$38.91	$13.60	$7.45	$1.40	$0.00	$61.36
6	64.00	$42.21	$13.60	$7.45	$1.40	$0.00	$64.66
7	68.00	$44.85	$13.60	$7.45	$1.40	$0.00	$67.30
8	72.00	$47.48	$13.60	$7.45	$1.40	$0.00	$69.93
9	76.00	$50.12	$13.60	$7.45	$1.40	$0.00	$72.57
10	80.00	$52.76	$13.60	$7.45	$1.40	$0.00	$75.21

Apprentice to Journeyworker Ratio: 1:1

STEAM BOILER OPERATOR	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
OPERATING ENGINEERS LOCAL 4							

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TERRAZZO FINISHERS	2/1/2026	$66.89	$12.84	$15.57	$8.02	$0.00	$103.32
BRICKLAYERS LOCAL 3	8/1/2026	$69.09	$12.84	$15.57	$8.02	$0.00	$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$70.49	$12.84	$15.57	$8.02	$0.00	$106.92

Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.45	$12.84	$15.57	$8.02	$0.00	$69.88
2	60.00	$40.13	$12.84	$15.57	$8.02	$0.00	$76.56
3	70.00	$46.82	$12.84	$15.57	$8.02	$0.00	$83.25
4	80.00	$53.51	$12.84	$15.57	$8.02	$0.00	$89.94
5	90.00	$60.20	$12.84	$15.57	$8.02	$0.00	$96.63

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.55	$12.84	$15.57	$8.02	$0.00	$70.98
2	60.00	$41.45	$12.84	$15.57	$8.02	$0.00	$77.88
3	70.00	$48.36	$12.84	$15.57	$8.02	$0.00	$84.79
4	80.00	$55.27	$12.84	$15.57	$8.02	$0.00	$91.70
5	90.00	$62.18	$12.84	$15.57	$8.02	$0.00	$98.61

Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER	6/1/2026	$53.25	$10.90	$9.75	$9.80	$0.00	$83.70
LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2026	$54.75	$10.90	$9.75	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	6/1/2026	$49.37	$10.90	$9.75	$9.80	$0.00	$79.82
LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2026	$50.87	$10.90	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2026	$50.75	$10.90	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	6/1/2026	$58.70	$17.05	$13.35	$3.25	$0.00	$92.35
OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2026	$60.14	$17.05	$13.35	$3.25	$0.00	$93.79
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.82	$16.17	$23.52	$0.00	$0.00	$82.51
	1/1/2027	$42.82	$16.77	$23.52	$0.00	$0.00	$83.11

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR	6/1/2026	$61.48	$10.90	$9.75	$10.25	$0.00	$92.38
LABORERS LABORERS (COMPRESSED AIR)	12/1/2026	$62.98	$10.90	$9.75	$10.25	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	6/1/2026	$63.48	$10.90	$9.75	$10.25	$0.00	$94.38
LABORERS LABORERS (COMPRESSED AIR)	12/1/2026	$64.98	$10.90	$9.75	$10.25	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	6/1/2026	$53.55	$10.90	$9.75	$10.25	$0.00	$84.45
LABORERS LABORERS (FREE AIR TUNNEL)	12/1/2026	$55.05	$10.90	$9.75	$10.25	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	6/1/2026	$55.55	$10.90	$9.75	$10.25	$0.00	$86.45
LABORERS LABORERS (FREE AIR TUNNEL)	12/1/2026	$57.05	$10.90	$9.75	$10.25	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
VOICE-DATA-VIDEO TECHNICIAN	9/7/2025	$36.12	$14.98	$13.94	$3.97	$0.00	$69.01
ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/6/2026	$37.04	$15.96	$14.20	$4.07	$0.00	$71.27

Apprentice: VOICE-DATA-VIDEO TECHNICIAN

Effective Date: 9/7/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$18.06	$14.98	$0.54	$3.97	$0.00	$37.55
2	55.00	$19.87	$14.98	$0.60	$3.97	$0.00	$39.42
3	60.00	$21.67	$14.98	$13.51	$3.97	$0.00	$54.13
4	65.00	$23.48	$14.98	$13.56	$3.97	$0.00	$55.99
5	70.00	$25.28	$14.98	$13.62	$3.97	$0.00	$57.85
6	75.00	$27.09	$14.98	$13.67	$3.97	$0.00	$59.71
7	80.00	$28.90	$14.98	$13.73	$3.97	$0.00	$61.58
8	85.00	$30.70	$14.98	$13.78	$3.97	$0.00	$63.43

Apprentice: VOICE-DATA-VIDEO TECHNICIAN

Effective Date: 9/6/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$18.52	$15.96	$0.56	$4.07	$0.00	$39.11
2	55.00	$20.37	$15.96	$0.61	$4.07	$0.00	$41.01
3	60.00	$22.22	$15.96	$13.76	$4.07	$0.00	$56.01
4	65.00	$24.08	$15.96	$13.81	$4.07	$0.00	$57.92

Construction

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

Apprentice: VOICE-DATA-VIDEO TECHNICIAN

Effective Date: 9/6/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
5	70.00	$25.93	$15.96	$13.87	$4.07	$0.00	$59.83
6	75.00	$27.78	$15.96	$13.92	$4.07	$0.00	$61.73
7	80.00	$29.63	$15.96	$13.98	$4.07	$0.00	$63.64
8	85.00	$31.48	$15.96	$14.03	$4.07	$0.00	$65.54

Apprentice to Journeyworker Ratio: 1:1

WAGON DRILL OPERATOR LABORERS LABORERS - ZONE 2	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.35	$10.90	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$44.80	$10.90	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.25	$10.90	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$47.75	$10.90	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.25	$10.90	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$41.91	$10.90	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.35	$10.90	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.38	$17.05	$13.35	$3.25	$0.00	$93.03
	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"							

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

PRIME UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

TO ALL BIDDERS AND AWARDING AUTHORITIES

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

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

AWARDING AUTHORITIES

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

BIDDER'S AFFIDAVIT

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

Bid Date	Print Name of Prime Contractor
Project Number (or name if no number)	Business Address
Awarding Authority	Telephone Number

SIGNATURE⇨ _____

Bidder's Authorized Representative

INSTRUCTIONS

INSTRUCTIONS TO BIDDERS

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

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications

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

Bidding Limits

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

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

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder's incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be

performed on your project. **The total may not exceed the bidder's Aggregate Work Limit**.

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor's bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor's Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor's bid. [810 CMR 8.05(2)].

PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE *BUILDING* PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE OF APPLICATION FOR YOUR MOST RECENTLY ISSUED (NOT EXTENDED OR AMENDED) DCAMM CERTIFICATE OF ELIGIBILITY. YOU MUST REPORT ALL REQUESTED INFORMATION NOT PREVIOUSLY REPORTED ON THAT DCAMM APPLICATION*.

PROJECT TITLE & LOCATION	WORK CATEGORY	CONTRACT PRICE	START DATE	DATE COMPLETED

Attach additional sheets if necessary

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

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

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

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

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

If you have answered YES to either question, explain. _____

PART 2 - CURRENTLY HELD CONTRACTS

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

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

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

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

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

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

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

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

If you have answered YES to either question, explain. _____

For **Parts 3 and 4**, if you answer YES to any question, please provide on a separate page a complete explanation. You must report all requested information not previously reported on your most recent DCAMM Application for Prime Certificate of Eligibility. Information must supplement all judicial and administrative proceedings involving bidder's firm, which were instituted or concluded (adversely or otherwise) since your firm's Application for your most recently issued (not extended or amended) Certificate of Eligibility. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.].

PART 3 – GENERAL PERFORMANCE

Part 3 of the Update Statement corresponds to Section 5 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 5 - General Performance

	YES	NO
5.A. Has your Company been terminated prior to completion of a Contract?	☐	☐
5.B. Has your Company failed or refused to perform or complete any of its Scope of Work under any Contract prior to substantial completion?	☐	☐
5.C. Has your Company and/or any principal, officer, or individual with a Financial Interest in your Company filed for bankruptcy?	☐	☐
5.D. Has a surety for your Company taken over or been asked to complete your Scope of Work under any Contract?	☐	☐
5.E. Has a payment or performance bond been invoked against your Company on any Contract?	☐	☐
5.F. Has any surety for your Company made payment under a payment bond to a vendor or supplier or other party on any Contract?	☐	☐
5.G. Has any subcontractor filed a demand for direct payment on any of your Contracts?	☐	☐
5.H. Has a lawsuit been filed by any of your subcontractors or suppliers to enforce a mechanic's lien in connection with any of your Contracts?	☐	☐
5.I. Has there been a death of any Company employee or other person in connection with (or as the result of) performing your Company's Scope of Work on any of your Contracts?	☐	☐
5.J. Has any Company employee or other person suffered an injury while performing any tasks within the Scope of Work on any of your Contracts resulting in his/her inability to return to work for a period in excess of one year?	☐	☐

PART 4 – LEGAL OR ADMINISTRATIVE PROCEEDINGS; COMPLIANCE WITH LAWS

Part 4 of the Update Statement corresponds to section 6 of the Prime Application. The numbering below refers back to the numbered questions in the application for your reference.

Prime Application Section 6 -Legal or Administrative Proceedings; Compliance with Laws

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

The term "anyone with a financial interest in your firm" as used in this Section "I", shall mean any person and/or entity with a 5% or greater ownership interest in the applicant's firm.

	YES	NO
6.A. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts?	☐	☐
6.B. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal construction procurement laws?	☐	☐
6.C. Have any criminal charges involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to the procurement or performance of any of your Contracts (e.g., fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records or receipt of stolen property)?	☐	☐
6.D. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state ethics laws (in Massachusetts: M.G.L. Chapter 268A)?	☐	☐

Section 6 - Legal or Administrative Proceedings; Compliance with Laws (continued)

	YES	NO
6.E. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker's compensation?	☐	☐
6.F. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in hiring and/or employment?	☐	☐
6.G. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled for violation of any state or federal law regulating labor relations, including collective bargaining agreements, employee welfare benefit plans, employee pension benefit plans, other ERISA and non-ERISA plans?	☐	☐
6.H. Have any proceedings by a local, state, or federal agency been brought, concluded, or settled relating to decertification, debarment or suspension of your Company and/or any principal or officer or individual with a Financial Interest in your Company from construction contracting?	☐	☐
6.I. Have any Judicial Actions or Administrative Proceedings involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled relating to a violation of state or federal environmental laws?	☐	☐
6.J. Has your Company been fined or sanctioned by OSHA and/or any other state or federal agency for violations of any laws or regulations related to occupational health or safety?	☐	☐
6.K. Has your Company ever (i) failed to meet applicable workforce and/or diversity program goals, benchmarks or other requirements, and/or (ii) been sanctioned, fined and/or penalized for non-compliance with workforce policies and/or diversity programs (e.g., for MBEs, WBEs, SDVOBEs and DBEs) and/or failure to maintain and/or submit required reports, such as certified payrolls.	☐	☐
6.L. Other than previously reported in the above questions, have any Judicial Actions or Administrative Proceedings or investigations involving your Company and/or a principal or officer or individual with a Financial Interest in your Company been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?	☐	☐

PART 5 - SUPERVISORY PERSONNEL

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

NAME	TITLE OR FUNCTION

PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION

Have there been any changes in your company's business organization (**including changes in ownership, mergers, or asset/stock sales)**, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? ☐ Yes ☐ No

If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE.

Attach here a copy of the list of completed construction projects which was submitted with your firm's DCAMM Application for your most recently issued (not extended or amended) DCAMM Certificate of Eligibility. The Attachment must include a complete copy of the entire Projects Table – "Completed Projects" and the final page – "Certification" (Signature Page) containing the signature and date that the Completed Projects list was submitted to the Division of Capital Asset Management and Maintenance.

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

PROJECT: **CONTRACTOR:**

ALL GENERAL BIDDERS, PROPOSERS, TRADE CONTRACTORS, SUBCONTRACTORS, INCLUDING SUBCONTRATORS 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

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:

_____ **By:** _____
(Bidder/Company) **(Name/Signature)**

Date: _____ **By:**_____
(Print Name and Corporate Title

(Seal)

PROJECT: **CONTRACTOR:**

POST CONTRACT AWARD SUBMISSIONS

THE SUCCESSFUL GENERAL CONTRACTOR, CONSTRUCTION MANAGER AT RISK, TRADE CONTRACTORS AND SUBCONTRACTORS, INCLUDING SUBCONTRATORS 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 15% 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 provide a completed **Project Minority / Women & Veteran Business Enterprise Table** at the beginning of the project along with an updated final report at project completion**.** The report will reflect the contributions of each business type to the overall project by dollar amount for all filed and unfiled subcontractors performing work on the project.

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.

4. Every Contractor and Subcontractor, at any and all tiers, shall complete and submit each week along with the Weekly Payroll Report Form, the **"Weekly Workforce Utilization Form (v2)"** to the Contract Compliance Office.

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 l/10 of 1% of the contract award price or $l000.00, whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the administering agency from the Contractor as a back charge against the Subcontractor of l/10 of 1% of the subcontract price, or $400.00, whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply:

b. The suspension of any payment or part thereof due under the contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the contract;

c. The termination, or cancellation, of the contract, in whole or in part, unless the Contractor is able to demonstrate within a specified time his compliance with the terms of the contract;

d. The denial to the Contractor of the right to participate in any further contracts awarded by the administering agency for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the administering agency in consultation with the City, to suspend the sanctions conditionally, pending a final determination by the City as to whether the contractor is in compliance. Upon final determination, based on the recommendations of the adjudicatory body, the City shall either lift the sanctions or reimpose them.

4. Sanctions enumerated under Section XII-2 shall not be imposed except after an adjudicatory proceeding, as that term is used in M.G.L. Chapter 30, has been conducted. No investigation by the City or its agent shall be initiated without prior notice to the Contractor.

XII. SEVERABILITY

The provisions of this Section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decisions of such court shall not affect or impair any of the remaining provisions.

XIII. WAIVER

The City of Worcester reserves the right to waive any stipulation in the M/WBE Program when deemed necessary or appropriate for the general good of the City and its programs.

DEFINITIONS

Contractor - Except where otherwise specifically stated the term “Contractor” shall mean any General Contractor.

City - is the City of Worcester, Massachusetts

M/WBE - is Minority and Women Business Enterprise as certified by the State Office of Minority and Women Business Assistance to be 5l% or more minority or women owned and operated.

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. Project Minority / Women & Veteran Business Enterprise Table

Contractor shall provide a completed **Project Minority / Women & Veteran Business Enterprise Table** at the beginning of the project along with an updated final report at project completion**.** The report will reflect the contributions of each business type to the overall project by dollar amount for all filed and unfiled subcontractors performing work on the project.

VI. 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 $150,000 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.

VII. 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.

VIII. 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.

IX. 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.

Every Contractor and Subcontractor, at any and all tiers, shall complete and submit each week along with the Weekly Payroll Report Form, the **"Weekly Workforce Utilization Form (v2)"** to the Contract Compliance Office.

The City of Worcester regards the monitoring of weekly certified payroll reports to be a most important function. Therefore, all certified payroll reports shall be scrutinized by the Contract Compliance Office and any violations of the Commonwealth's prevailing wage law will be vigorously enforced.

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at hr@worcesterma.gov

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

_____ _____

(Typed or printed name of person signing quotation, bid or proposal)

Signature

_____

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

CITY OF WORCESTER MINORITY AND WOMEN BUSINESS ENTERPRISE PROGRAM

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 FIFTEEN PERCENT (15%) 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**