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

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

SEALED BID NO. CR-8768-J7
DATE: November 2, 2026
CITY OF WORCESTER **Christopher J. Gagliastro, MCPPO** **Purchasing Agent**
BUYER: Jerry Kucera

INSTRUCTIONS TO BIDDERS

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

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

DATE: November 18, 2026 TIME: 10:00 A.M. LOCAL TIME

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

MARK SEALED ENVELOPE **"Sealed Bid No. CR-8768-J7, Maintenance: Elevators / City"**

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

GENERAL

1. This Bid Invitation covers: provide all labor, equipment, materials and supervision necessary and proper for elevator maintenance and repairs as per the attached specifications and requirements of the City of Worcester for the period January 1, 2027 through December 31, 2027. This contract may be renewed for a second and third year at the sole discretion of the City, the option of which to be determined at the end of the first contract year (See Page 59).

2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the **Amount of 5%** of total bid **MUST ACCOMPANY** this bid.

3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above. **NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED**

4. A copy of the contractor's DCAMM Certificate of Eligibility Forms Q7 and Update Form CQ3 must accompany this bid. Only contractors holding a Certificate of Eligibility from DCAMM in the category (ies) called for, and in a single project amount higher than the estimated project cost will be able to file a bid.

   THE PROJECT CLASSIFICATION IS: **ELEVATORS**

5. **Any and all questions or clarifications regarding this bid must be sent in writing to: Jerry Kucera via e-mail at KuceraJS@worcesterma.gov**

6. Every general bid which is not accompanied by a bid deposit as prescribed by paragraph (1) section forty-four B, chapter 149 of General Laws as amended, or which otherwise does not conform with section forty-four A to forty-four L, inclusive, or which is on a form not completely filled in, or which is incomplete, conditional or obscure or which contains any addition not called for, shall be invalid; and the awarding authority shall reject every such general bid.

7. The bidder to whom a contract is awarded will be required to furnish and pay for a Performance Bond of a Surety Company authorized to do business in Massachusetts, for not less than 100% of the amount of the contract awarded satisfactory to the awarding authority of the City of Worcester, which besides bonding the contractor to well and faithfully perform all the terms and conditions of the contract, shall provide security for the payment for all labor performed or furnished and all materials used in the fulfillment of said contract.

8. The bidder to whom a contract is awarded will also be required to furnish and pay for a labor and materials or payment bond, of a surety company qualified to do business under the laws of the Commonwealth, for not less than 100% of the amount of the contract awarded, satisfactory to the awarding authority.

9. These bonds to be in forms as established by the City of Worcester.

10. Purchases made by the City of Worcester are exempt from the payment of Federal Excise Taxes and Massachusetts State Sales Tax and such taxes must not be included in the quoted price.

11. The City reserves the right to reject any and all bids, if deemed in the best interest of the City, as governed by section forty-four E of chapter 149 of the General Laws.

12. Bids may be withdrawn without penalty prior to the time and date specified. For any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.

13. The bidder must certify that no official or employee of the City of Worcester, Massachusetts, is financially interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G. L. c. 43, sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

14. Bids must be submitted in accordance with provisions of Chapter 149 of General Laws as amended. In the event of any inconsistency between these specifications and the cited statute, the statute shall control. **No sub bids under this contract are required to be filed.**

15. The general contract will be awarded to the lowest responsible and eligible general bidder pursuant to section forty-four A of chapter 149 of the General Laws.

16. The successful bidder will be notified in writing, by mail or otherwise, that his bid has been accepted and that he has been awarded the contract. The successful bidder shall execute the contract and furnish the required bonds within five (5) days, Saturdays, Sundays and legal holidays excluded, after presentation of the contract. If the bidder selected as the general contractor fails to perform his agreement to execute the contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials payment bond as stated in his bid, the award will be made to the next lowest responsible and eligible general bidder, subject to the provisions of Sections 44A-44J, inclusive, of said Chapter 149 of the General Laws.

17. Before submitting a quotation, each bidder must make a careful study of these specifications and proposal, and fully assure himself as to the quality of the materials and character of the workmanship required.

18. The contractor must visit the place where the work is to be performed and materials delivered, and take into consideration the existing conditions and should his quotation be accepted, he will be held responsible for any omission, misunderstanding or error, whether it results from his failure to do so or not.

19. The proposal for this work must cover all contingencies, including all labor and materials, scaffolding, tools, transportation, etc., necessary for the complete installation of everything described, shown or reasonably implied herein.

20. Wherever the title "Contracting Officer" is used, it shall be interpreted as follows:
Contracting Officer: Christopher Gagliastro, Purchasing Agent

21. Any prospective bidder requesting a change in or interpretation of existing specifications or terms, and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) before scheduled bid opening date. All requests are to be in writing to the Purchasing Division. No changes will be considered or any interpretation issued unless request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. The Purchasing Division shall respond in writing if the inquiry is received as described above. Oral clarifications or interpretations will be of no legal effect. **The City will not be responsible for any information, explanation or interpretation rendered in any fashion except as herein provided**.

22. Each bid shall be submitted upon the bid forms furnished by the City, copies of which are bound with the Bid. Wherever unit prices are called for, all such prices shall be provided by the bidder. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of

any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.

23. Section 39L of Chapter 30 of the Massachusetts General Laws prohibits the City from entering into a contract for this work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with the City, a certificate of the State Secretary stating that such corporation has complied with Massachusetts General Laws Chapter 156D, Part 15, subdivision A, s. 15.03, and Part 16, subdivision B, s. 16.22. Therefore, every Foreign Corporation, must furnish a certified copy of its Certificate of Registration that has been duly filed with the State Secretary's office. Any bid of a foreign corporation submitted without a Certificate may be invalid and may be rejected.

24. On any project for the construction, reconstruction, installation, demolition, maintenance or repair of any building, or public work, to be funded in whole or in part by city funds, or funds which, in accordance with a federal or state grant, program, or otherwise, the city expends or administers, or any such project to which the city is a signatory to the contract therefore, the provisions of this section shall apply and the same shall be referenced in every invitation to bid for such project and, the following paragraphs shall be contained in every resulting contract there from: “It shall be a material breach of this contract if the contractor and each subcontractor shall not at all times adhere to the provisions of § 1A(e)(9) of chapter nine of the Revised Ordinances of the city by limiting their on- site, noise producing construction and related work to the hours specified by said ordinance”.

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

26. This is not an exclusive contract. The City may, at its discretion, select a contractor not under a “blanket contract” to perform any work.

27. The City may terminate this Agreement at any time by giving at least five (5) days written notice to the Contractor. The Contractor shall be paid in accordance with the appropriate invoicing procedure defined in the Agreement, for work performed up to and including the termination date. No other termination expense shall be allowed.

[End of Instructions To Bidders Documents]

GENERAL CONDITIONS TO THE CONTRACT FOR CONSTRUCTION

ARTICLE 1
GENERAL PROVISIONS

1.1 THE CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Payment Bond, Vote of Corporation, Instructions to Bidders, Bid Proposal, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the City, or (4) a written order for a minor change in the Work issued by the City pursuant to Paragraph 12.3. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement.

1.2 THE CONTRACT

1.2.1 The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. These General Conditions, wherever applicable, shall be construed consistent with, and not to the exclusion of any terms of the Owner-Contractor Agreement, provided further however, that the terms of such Agreement shall take precedence, as provided in Subparagraph 1.1.1

1.3 THE WORK

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

1.4 THE PROJECT

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

1.5 EXECUTION, CORRELATION AND INTENT

1.5.1 The Owner and Contractor shall sign the Owner-Contractor Agreement ("Agreement") in duplicate. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.5.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the

intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. All work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such work is to be done by others. Should the drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.

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

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

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

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

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

1.6 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 2
ARCHITECT

2.1 DEFINITION

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

2.2 ADMINISTRATION OF THE CONTRACT

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

2.2.2 The Architect will be the Owner's representative during construction and until final payment is due. The Architect will advise and consult with the Owner. The Owner's instruction to the Contractor shall be forwarded through the Architect. The Architect will have the authority to act on behalf of the Owner only to the extent provided in the Contract Documents and, when applicable, the Design Services Agreement between the two.

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

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

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

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

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

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

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

2.2.10 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever, in his opinion, the Architect considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.10 nor any decision made by him in good faith

either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

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

2.2.12 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.3.

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

ARTICLE 3
OWNER

3.1 DEFINITION

3.1.1 The term Owner means the City of Worcester.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

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

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

3.3 OWNER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except

to the extent required by Subparagraph 6.1.3.

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy he may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the City's additional services made necessary by such default, neglect or failure. Such action by the Owner and the amount that is charged to the Contractor are both subject to prior notice being given by the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

ARTICLE 4
CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his Authorized Representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

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

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

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees,

subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

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

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

4.4 LABOR AND MATERIALS

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

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

4.5 WARRANTY

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

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

Contractor's expense.

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

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

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

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

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

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

4.6 TAXES

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

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

(1) Federal Excise Taxes as applied to articles which are taxable under Chapter 12 of the Internal Revenue Code of l954, as amended.
(2) Commonwealth of Massachusetts Sales Tax.

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required at the time the bids are received. Mechanical and Electrical trades shall secure permits associated with, and required for, their work. The permit fee for the General Contractor shall be based on the total Contract Price. Cost of fees may be obtained by calling the City of Worcester Building Department at (508) 799-1210.

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

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

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

4.8 SUPERINTENDENCE

4.8.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site full time daily during the progress of the Work until the date of substantial completion, and for such additional time thereafter as the City may determine to be necessary for the expeditious completion of the Work. Only under extenuating circumstances, and with approval of the Architect and Owner, will the Contractor be allowed to substitute superintendents prior to the date of Substantial Completion. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.8.2 Where applicable, the Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated work such as, but not limited to, roads, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

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

4.8.4 Where applicable, the Contractor shall coordinate and supervise the work performed by

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

4.9 PROGRESS SCHEDULE

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

4.10 DOCUMENTS AND SAMPLES AT THE SITE

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

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

4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

4.11.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data or Samples unless the Contractor has specifically informed the Architect in writing of such deviation at the time of

submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's approval thereof.

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

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

4.12 USE OF SITE

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

4.13 CUTTING AND PATCHING WORK

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

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

4.14 CLEANING UP

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

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

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITION

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

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

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

5.2.1 Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Owner in writing, the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the Work. The Owner will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity.

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

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner. Said agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Documents, has against the Owner. Where appropriate, the Contractor shall require each subcontractor to enter into similar agreements with his sub-subcontractors. The Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of

the Contract Documents to which the subcontractor will be bound by this Paragraph 5.3, and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such Documents available to its sub-subcontractors.

ARTICLE 6
WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Paragraph 4.14, the Owner may clean up and charge the cost thereof to the contractors responsible therefor as the Architect shall determine to be just.

ARTICLE 7
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 SUCCESSORS AND ASSIGNS

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

7.3 WRITTEN NOTICE

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

7.4 CONSENT OR WAIVER

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

7.5 RIGHTS AND REMEDIES

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

ARTICLE 8
TIME

8.1 DEFINITIONS

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

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

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

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

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

8.2 PROGRESS AND COMPLETION

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to

substantiate its accuracy as the Architect may require and shall be revised if later found by the Architect to be inaccurate. This schedule, unless objected to by the Architect, shall be used only as a basis for the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten days before the date for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment notarized, if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any. The format and number of copies of such Application for Payment shall be as directed by the Architect.

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

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

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

9.4 CERTIFICATES FOR PAYMENT

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

9.4.2 The certification of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable

prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by certifying a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract.

9.5 PROGRESS PAYMENTS

9.5.1 After the Architect has certified a Certificate for Payment, the Owner shall make payment in the manner and within the time provided by M.G.L. Chapter 30, Section 39K.

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

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

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

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

9.6 PAYMENTS WITHHELD

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

(1) defective work not remedied;
(2) third party claims filed or reasonable evidence indicating probable filing of such claims;
(3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

(5) damage to the Owner;
(6) reasonable evidence that the Work will not be completed within the Contract Time;
(7) persistent failure to carry out the Work in accordance with the Contract Documents; or (if applicable)
(8) failure of mechanical trades or electrical trades subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. The Architect shall require written confirmation that the record drawings are "up-to-date" before approval of the Contractor's monthly payment requisition will be considered.

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

9.7 FAILURE OF PAYMENT

9.7.1 If the Owner does not pay the Contractor as required by the provisions of M.G.L. Chapter 30, Section 39K, the Contractor may demand interest on such payment as provided under said statute.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete as defined in subparagraph 8.1.3, the Contractor shall submit to the Architect, (1) a list of items to be completed or corrected, and (2) all special warranties required by the Contract Documents endorsed by the Contractor and in a form reasonably acceptable to the Architect. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, and when the Contractor has submitted to the Architect the special warranties, as provided in the first sentence of this subparagraph, the Architect will then certify a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Architect, the Owner shall make payment as provided in M.G.L. Chapter 30, Section 39K.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, he will promptly certify a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the

Contractor, as noted in said final Certificate, is due and payable. The Architect s certification of the final Certificate for Payment will constitute further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled.

9.9.2 Unless otherwise required by applicable law, neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are not outstanding claims, the Owner may require the Contractor, as a condition of final payment, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such claims.

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

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

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Work and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors; and (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their

protection from damage, injury or loss.

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

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

10.2.5 The Contractor shall promptly remedy all damage or loss (other than damage or loss insured under Paragraph 11.3) to any property referred to in Clause 10.2.1(2) and 10.2.1(3) caused in whole or in part by the Contractor, any subcontractor, any sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts any one of them may be liable and for which the Contractor is responsible under Clauses 10.2.1(2) and 10.2.l(3), except damage or loss attributable to the acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

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

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

10.3 EMERGENCIES

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

ARTICLE 11
INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in a company or companies to which the Owner has no reasonable objection, such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

(1) claims under workers' or workmen’s compensation, disability benefit and other similar employee benefit acts;
(2) claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
(3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

(4) claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by the contractor or, (2) by any other person;
(5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
(6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

(1) Workmen's Compensation -Statutory/Employers Liability $500,000.
(2) Commercial General Liability - Per Occurrence / Aggregate $1,000,000 / $2,000,000
(3) Automobile Liability - Bodily Injury & Property Damage combined single limit of $ 1,000,000 (all owned, hired and non-owned autos).
(4) Excess / Umbrella Liability – Per Occurrence / Aggregate: $ 1,000,000 / $ 1,000,000
(5) Independent Contractors -Same limits as above
(6) Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment.
(7) Contractual Liability - Same limits as above.

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

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

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

11.2 PROPERTY INSURANCE

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

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

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

ARTICLE 12
CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

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

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

12.2 CLAIMS FOR ADDITIONAL COST

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

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

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

12.3 MINOR CHANGES IN THE WORK

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

12.4 EQUITABLE ADJUSTMENTS

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

(1) fixed price basis, provided that the price shall be inclusive of items 3(a) through 3(d), below, and shall be computed in accordance with those provisions.
(2) estimated lump sum basis to be adjusted in accordance with Contract unit prices, or other agreed upon unit prices, provided that the unit prices shall be inclusive of all costs related to such equitable adjustments.
(3) time and materials basis, based upon a not to exceed, predetermined upset amount to be subsequently adjusted on the basis of actual costs comprised of items (a) through (d) below:
    (a) the costs at the project prevailing wage rates for direct labor, material and use of equipment;
    (b) plus, the costs of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation; or as an alternative, the Contractor may elect to add a flat twenty-five (25%) percent to the total labor rate in (a), above;
    (c) plus, ten (10) percent of (a), above, for overhead, superintendence and profit which will be paid to the Contractor for the work of the Contractor and all his subcontractors. The contracting parties referred to in this subparagraph shall agree upon the distribution of the ten (10) percent as a matter of contract between each other;
    (d) plus actual direct premium costs of payment and performance bonds required of the Contractor provided there would be an appropriate credit for premiums for a credit change order.

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

ARTICLE 13
UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Architect or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for his observation and shall be replaced at the Contractor's expense.
13.1.2 If any other portion of the Work has been covered which the Architect has not specifically

requested to observe prior to being covered, the Architect, with the approval of the Owner, may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the Owner or a separate contractor caused this condition, whereupon the Owner shall be responsible for such costs.

13.2 CORRECTON OF WORK

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

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

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

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

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

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

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents

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

13.3 ACCEPTANCE OF DEFECTIVE, NON-CONFORMING OR INCOMPLETE WORK

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

SUPPLEMENTARY GENERAL CONDITIONS – PART I

STATUTORY PROVISIONS FOR MASSACHUSETTS
PUBLIC CONSTRUCTION CONTRACTS
CONTENTS

Paragraph	Subject	Statute or Executive Order
ARTICLE 1 – PAYMENT, CONTRACT ADMINISTRATION, ETC.		
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

ARTICLE 2 – WAGES AND EMPLOYMENT PRACTICES

2.1	Preference to Veterans and Citizens	M.G.L. Chapter 149, Section 26
2.2	Determination of Wage Rates	M.G.L. Chapter 149, Section 27
2.3	Employment Records	M.G.L. Chapter 149, Section 27B
2.4	Wages Paid to Operators of Trucks and Other Equipment	M.G.L. Chapter 149, Section 37F
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
2.7	Lodging, etc.	M.G.L. Chapter 149, Section 25
2.8	Access to Contractor's Records	Executive Order No. 195
2.9	Worker's Compensation Insurance	M.G.L. Chapter 149, Section 34A

ARTICLE 3 – CONTRACTOR'S ACCOUNTING METHODS

3.1-3.5	Contractor's Accounting Method Requirements	M.G.L. Chapter 30, Section 39R

ARTICLE 4 – MISCELLANEOUS

4.1	Weather Protection	M.G.L. Chapter 149, Section 44F(1)
4.2	Form for Sub-Contract	M.G.L. Chapter 149, Section 44(F)(4)(c)
4.3	Foreign Corporations	M.G.L. Chapter 30, Section 39L
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.

    2) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at a the time of bidding maintain or participate in a bona fide apprentice training program as defined by G.L. c.23, Sections 11H and 11I for each apprenticable trade or occupation represented in their workforce that is approved by the Division of Apprentice Standards of the Department of Labor and Workforce Development, regardless of whether or not the program qualifies as an employee welfare benefit plan under ERISA, and must register all apprentices with the Division and abide by the apprentice to journeyman ratio for each trade prescribed therein in the performance of any work on the project. This provision does not require the program to be an ERISA plan; the program need only have been approved by the Division of Apprentice Standards. All general bidders or proposers and all trade contractors and sub-bidders at every tier must submit with its bid or proposal an original, stamped Sponsor Verification letter from the Commonwealth of Massachusetts, Department of Labor and Workforce Development – Division Apprentice Standards, issued within the past 90 days, evidencing that at the time of submitting a bid or proposal, the bidder or proposer is currently an Approved Sponsor of Apprentices. Any bid or proposal submitted without the above documentation shall be rejected;
    (Compliance with the Apprentice Training Provision is currently suspended)

    3) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c. 152;

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

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

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

7) The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign-in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the City on a daily basis.

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

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

2) withholding of payment due under any contract or subcontract until compliance is obtained;
3) permanent removal from any further work on the project;
4) liquidated damages payable to the City in the amount of 5% of the dollar value of the contract.

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

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

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

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

b. Emergency work permits may be issued in:

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

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

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

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

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

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

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

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

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

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

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

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

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

4.9 Regulation of Excessive and Unreasonable Noise: (Worcester Revised Ordinances, Chapter 9, Section 1A(e)(9) This paragraph 4.9 shall apply to anyone operating powered construction equipment

delivering construction equipment and/or supplies at any construction site or project within the city of Worcester.

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

CITY OF WORCESTER

FORM FOR GENERAL BID

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

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

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

TO: CITY OF WORCESTER

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

B. This bid includes addenda numbered: _____ _____ _____ _____ _____

C. PRICING: See attached pricing pages.

D. TERM:

The term of this contract will be from January 1, 2027 to December 31, 2027.

E. The undersigned agrees that, if selected as general contractor, he/she will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority execute a contract in accordance with the terms of this general bid and furnish a performance and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of one hundred percent of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price

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

G. The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used herein the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under the penalty of perjury that the undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29F of Chapter 29 or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Print Name of Bidder)

_____
(Signature)

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

_____
(Business Address)

Social Security Number or
Federal Identification Number:

_____

_____
(City, State, and Zip Code)

Telephone: (_____) _____

E-mail Address: _____

Fax: (_____) _____

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

(1) If a Proprietorship

Name of Owner _____

Business Address _____

Zip Code _____ Telephone No. _____

Home Address _____

Zip Code _____

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

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:_____

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the City of Worcester, the option of which will be determined at the end of the current contract year.

In no event will increase exceed _____ % for the second contract year.

In no event will increase exceed _____ % for the third contract year.

(TO BE COMPLETED BY BIDDER)

_____ _____
Name Date

_____
Title

IF VENDOR DOES NOT WISH TO BE CONSIDERED FOR A SECOND AND THIRD YEAR OPTION, PLEASE INDICATE BY CHECKING THIS BOX: ☐

IMPORTANT

It is understood and agreed, that failure by the bidder to complete the above increase statement, it is the bidders intent to accept a second and third year option at zero (0) percent increase.

All other Terms and Conditions to remain the same.

PRICING PAGES
Maintenance: Elevators / City
Bid #: CR-8768-J7

Department of Public Facilities (DPF)					
Item #	**Estimated Quantity**	**Description**	**Unit Measure**	**Unit Price**	**Extended Price**
1	12	Elevator # 1-City Hall-348-P-1012	per month	$	$
2	12	Elevator # 2-City Hall-348-P-1013	per month	$	$
3	12	Library - 3 Salem Square Elevator #1 Minnesota Elevator Co. ID#348-P-2112	per month	$	$
4	12	Library - 3 Salem Square Elevator #2 Minnesota Elevator Co. ID#348-P-2113	per month	$	$
5	12	Library - 3 Salem Square Elevator #3 Canton Elevator Co. ID #348-P-1457	per month	$	$
6	12	Library - 3 Salem Square Dumbwaiter #1 Model # FD0-500 ID# 348-D-2123	per month	$	$
7	12	Library - 3 Salem Square Dumbwaiter # 2 Model # FD0-500 ID#349-D-2124	per month	$	$
8	12	Inspectional Services Elevator Hydraulic - # 1 348-P-1160	per month	$	$
9	12	Library – Frances Perkins Branch Elevator WT-400 LULA ID#348-L-1991	per month	$	$
10	12	Senior Center Elevator # 1 Passenger Otis Traction 348-P-2096	per month	$	$
11	12	Senior Center Elevator #2 Passenger Dover Hydraulic 348-P-1745	per month	$	$
12	12	Office Building – 51 Sever St. – Elevator # 1 – 348-P-2053	per month	$	$
13	12	Office Building – 61 Sever St. – Elevator # 1 – 348-P-1508	per month	$	$
14	12	State Inspection of Elevators & Dumbwaiters when required	each	$	$
				Total DPF Locations	$

Department of Public Works					
Item #	**Estimated Quantity**	**Description**	**Unit Measure**	**Unit Price**	**Extended Price**
15	12	DPW Headquarters Otis Elevator	per month	$	$
16	12	DPW Headquarters Freight Elevator	per month	$	$

17	12	DPW-Water Operations Montgomery Elevator	per month	$	$
18	12	DPW-Water Filtration Plant Kone Elevator	per month	$	$
19	4	State Inspection when required	each	$	$
				Total Department of Public Works	$

Worcester Police Department (DPF)					
Item #	**Estimated Quantity**	**Description**	**Unit Measure**	**Unit Price**	**Extended Price**
20	36	3 Dover Passenger Elevators	per month	$	$
21	3	State Inspection when required	each	$	$
				Total Worcester Police Department	$

Worcester Fire Department (DPF)					
Item #	**Estimated Quantity**	**Description**	**Unit Measure**	**Unit Price**	**Extended Price**
22	12	Elevator Hydraulic	per month	$	$
23	1	State Inspection when required	each	$	$
				Total Worcester Fire Department	$

Materials & Hourly Rate for Service					
Item #	**Estimated Quantity**	**Description**	**Unit Measure**	**Unit Price**	**Extended Price**
24	$75,000	% Markup on materials*	each	%	$
25	100	Hourly Rate for Service by Mechanic Monday through Friday 7:00 A.M. to 4:00 P.M.	per hour	$	$
26	25	Hourly Rate for Service by Mechanic Saturdays, Sunday & Holidays 7:00 A.M. To 4:00 P.M.	per hour	$	$
27	25	Hourly Rate for Service by Mechanic Monday through Friday 4:00 P.M. through 7:00 A.M.	per hour	$	$
28	25	Hourly Rate for Service by Mechanic Saturdays, Sundays & Holidays 4:00 P.M. through 7:00 A.M.	per hour	$	$
29	50	Hourly Rate for Service by Helper Monday through Friday 7:00 A.M. through 4:00 P.M.	per hour	$	$
30	25	Hourly Rate for Service by Helper Saturdays, Sunday & Holidays 7:00 A.M. To 4:00 P.M.	per hour	$	$
31	25	Hourly Rate for Service by Helper Monday through Friday 4:00 P.M. through 7:00 A.M.	per hour	$	$

32	25	Hourly Rate for Service by Helper Saturdays, Sundays & Holidays 4:00 P.M. through 7:00 A.M.	per hour	$	$
				Total Hourly Rate for Service	$
				Total Bid Price (Items 1 through 32 Above)	**$**

***Extended Price to be calculated as follows:**

Extended Price = Estimated Annual Cost for Materials x (1+% Increase)

Example: % Increase = 15% Estimated Cost = $75,000

Extended Price = $75,000 x (1+.15)

= $75,000 x 1.15

= $86,250

Percentage Mark-Up on materials shall be maintained for entire contract term.

The Contract will be awarded in the aggregate. Bidders MUST bid all items.

No single job to exceed $10,000.

Hourly and Annual Cost Estimates are for bidding purposes and to establish service rates where applicable. These estimated amounts will not reflect the actual quantities for the contract term.

GENERAL CONDITIONS

1. *DESCRIPTION AND LOCATION OF WORK*

The Contractor shall provide all necessary elements including labor, equipment, materials, parts, tools, and vehicles necessary to perform full maintenance service and all annual inspections, including emergency power, fire service, weight testing, etc., as required by the City of Worcester for elevator maintenance. This includes removal of all waste, trash, or other non-salvageable equipment or materials.

NO SINGLE JOB MAY EXCEED $10,000.00

2. *ELEVATOR SYSTEMS FULL MAINTENANCE CONTRACT*

The contract shall include all services described herein, maintenance service, and all annual inspections and testing, including repairs of each elevator and system covered under this document. All costs under the FULL MAINTENANCE CONTRACT PRICE sections of the CONTRACT AND GENERAL CONDITIONS, BID FORM, shall include labor, fringe benefits, profit, overhead, bonds, insurance, travel expenses, tools, equipment, materials, shipping, vehicles, and all other contingencies in connection with the full maintenance service required under this document.

3. *PERFORMANCE*

All work to be done as described and/or delineated in these specifications or reasonably implied in or on either shall be done by the Contractor unless specified to be done by others.

1. Prevent general carelessness in any of the work as specified herein, prevent abuse of the facilities, and instruct all employees in and enforce their adherence to safety rules and regulations for the protection of tenants, visitors and themselves.
2. Shall be responsible for the quality of the overall work performed by the Contractor's labor force.

4. *MATERIALS & WORK*

The Contractor shall pay to the City of Worcester all expenses, losses and damages, as determined by the Department Director, incurred in consequence of any defect, omission or mistake of the Contractor or his employees or his sub-contractors or their employees. At the City of Worcester's option, the Contractor may elect to make necessary corrections or repairs.

A. *INSPECTION AND TESTS*

Any material to be used on the work may be tested or inspected at any time by the City of Worcester and may be rejected if it fails to comply with specified tests, or if it shall appear not to be first quality material or workmanship. If a Contractor desires payment on material incorporated into the work and which is being fabricated outside of the State of Massachusetts, the Contractor shall be responsible for the transportation and living expenses incurred by the City of Worcester representative.

B. *EQUIPMENT*

The Contractor shall furnish all tools, materials, labor and equipment required to do and to complete all work required for the satisfactory completion of the contract.

5. *CHANGES IN WORK*

No changes in the work covered by the approved contract documents shall be made without having prior written approval of the City.

A. *GENERAL*

Without invalidating the contract, the City of Worcester may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such a change. If no extra time is claimed and allowed at such time, it shall be conclusively presumed that no extra time is involved.

B. *CONTRACT RESPONSIBILITY*

Subject to all provisions of the contract, the Contractor shall do any and all work required to effect a change in the specifications or contract only when and as directed by:

1. A written authorization for a change in the specifications or contract; or
2. An approved formal change order executed by the City of Worcester.

6. *CLAIMS FOR EXTRA COSTS*

No claims for extra work or cost shall be allowed unless the same was done in compliance with a written order from the Department Director and the claim presented within a reasonable period after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as specified in paragraph 9 section B.

7. *PROTECTION OF LIVES AND HEALTH*

A. *GENERAL*

The Contractor shall keep himself fully informed of all existing and future State and Federal Laws, Municipal Ordinances and Regulations in any manner affecting those engaged or employed in the work of this contract.

B. *PRECAUTIONS*

The Contractor shall take all precautions for preventing injuries to persons and property in or about the work. The Contractor shall neither permit nor suffer smoking nor the introduction or use or intoxicating liquors or non-prescription controlled substance drug upon or about the works embraced in this contract or upon any grounds occupied by him.

8. *CONTRACTOR RESPONSIBILITY, INDEMNIFICATION*

The Contractor shall indemnify and save harmless the City, its officers and employees, from all claims relating to labor performed or furnished, to injuries to any person or corporation received or sustained by or from the Contractor and his employees, and sub-Contractors and employees, in doing the work, or on consequence of any improper materials, implements or labor used or employed therein, and to any act, omission or neglect of the Contractor and his employees therein. The Contractor shall comply with and shall assume all responsibility in accordance with all Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes, regarding transporting, handling, storage, removal, and disposal of all flammable, regulated, and/or unregulated materials required for the work under the contract and shall be responsible for all associated fees and/or charges.

The Contractor shall take all precautions for preventing injuries to persons and property on or about the work

site.

The Contractor's employees shall refrain from creating any recognized safety or health hazard.

9. *PROTECTION OF THE WORK AND PROPERTY*

A. *GENERAL*

The Contractor shall at all times safely guard the City of Worcester property from injury or loss in connection with this contract, and continuously maintain adequate protection of his work from damage.

The Contractor shall replace or make good any damage, loss or injury, unless caused by agents or employees of the City of Worcester.

The Contractor shall comply with all Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes, ensuring safe and healthful conditions, in the work performed under the contract.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, equipment, and methods, and for any damage which may result from their improper use, maintenance, or operation.

The Contractor shall take all responsibility of the work, shall bear all losses resulting to him on account of the amount or character of the work, or because the nature of the work to be done is different from what was estimated or expected or on account of the weather, elements or other causes.

B. *EMERGENCIES*

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act, at his discretion, without previous instructions from the Department Director to prevent such threatened loss or injury. The Contractor shall notify the Department Director immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the appropriate Department Director.

C. *LIABILITY FOR MATERIAL LOSS*

The Contractor shall take charge of and be liable for any loss or injury to the materials furnished by the City of Worcester for the use of the Contractor, delivered at or in the vicinity of the place where the work is being done. The Contractor shall notify the Department Director, as soon as any such materials are so delivered, or losses noted, shall allow said materials to be examined by the Department Director or other designated City of Worcester employees, and shall provide any necessary assistance hereto.

D. *LIABILITY FOR NON-PERFORMANCE OF MAINTAINED EQUIPMENT*

In the event that one or more elevator is out of service due to the failure of the Contractor to perform according to the contract, he shall reimburse the City of Worcester for all damages/losses incurred because of such failure. Losses include but are not limited to fines, judgements and penalties that can be attributed to the service failure.

E. *PRECAUTIONS AGAINST INJURY TO PROPERTY*

The Contractor shall take all proper precautions to protect property from injury or unnecessary interference; provide proper means of access to the property where the existing access is cut off by the Contractor; and replace or put in good conditions, satisfactory to the City of Worcester's every public or private way, or other thing injured or interfered with by the Contractor in carrying on the contract, unless the same has been done away with on approval of the City of Worcester.

10. *CONTRACTOR RESPONSIBILITIES*

The Contractor shall undertake at this own expense the following:

- Store his apparatus, materials, supplies and equipment in such orderly fashion at the site of work in such a way as not to unduly interfere with the process of his work or the work of any other Contractors of the City's employees.
- Place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- Take every precaution against damage to property or injuries to persons.

11. RECORDS

The contractor shall furnish and install in each machine room and Liftolators a bound book containing not less than 200 ruled sheets. The fly leaf of each shall be marked Elevator Log Book, identify the building and State ID Number. Each book shall be divided into permanently tagged sections identified as Inspection and Test and repairs. The contractor's personnel performing any work shall write in elevator logbook the following:

- Name of person performing the work
- Date of work
- A full description of the work performed including name of equipment installed or removed

All work under this contract and within its intentions shall be performed to the satisfaction of the designated department personnel.

12. QUALITY CONTROL MEETINGS

The contractor's supervisory staff shall attend monthly meetings with Owner's staff to discuss various items associated with this contract including but not limited to: outstanding maintenance and/or confirmation of maintenance tasking, call backs, testing status, schedule, violations, certificates of use, recommended repairs above scope of contract and review of machine room log book.

13. COMPLETED WORK

- All work must be completed and tested.
- The elevator must be left in full operating order.
- The elevator must be left in a safe condition where no harm can come to any person because of a lack of ordinary care.
- The elevator's operation and conditions must be tested in the presence of an authorized staff.
- It will be the responsibility of the contractor to test the operation of the equipment/repair, and prove the work was successfully completed, in the presence of an authorized representative of the city of Worcester.
- This must be noted on the order/service slip. An authorized representative will sign the slip.

14. CORRECTIONS TO WORK

- If the City of Worcester, at its sole discretion, states that the work performed by the contractor is not adequate, the contractor will be notified in writing.
- The contractor will have five (5) business days to respond and make the necessary corrections.
- Failure to successfully make the necessary corrections will be grounds for cancellation of this contract.
- If the City of Worcester is required to remedy the problem by hiring an outside contractor to

complete/correct the job. The contractor may be charged for these corrective services.

- If the contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the City of Worcester may, at its discretion, terminate this contract.

15. WARRANTIES/GUARANTEES

All labor shall be guaranteed for a period of time not less than one (1) year. There shall be a warranty for all materials used. This warranty shall be a manufacturer's warranty. If a part fails within the manufacturer's warranty time frame, then it will be up to the contractor to replace this part free of charge.

16. ESTIMATES

It will be required that the contractor provide the City of Worcester with a free written estimate to perform work. The site must be visited. The proposal shall contain:

- Name and location of building
- Total cost (labor & materials)
- Breakdown of costs (labor - # of men, # of hours/materials – types & amounts)
- Special equipment needed
- Other special conditions
- Specify exactly what work is to be done
- Number of days to complete job
- Number of days needed to start job after receiving authorization

All estimates are to be submitted to the City within 2 business days after the site visit for regular services calls. The contractor must respond to emergency calls within one hour as defined in Section 4 of the Technical Specifications.

If the estimate is accepted, the work shall be done on time and the materials not to exceed the quoted price. Actual service slips will be needed with the final invoice.

17. SERVICE SLIPS

It will be required that every time a serviceman enters a building to do work, a service slip/work order must be filled out describing the work. The slip must include but is not limited to the following information:

- Company's Name
- Address
- Telephone #
- Worker's Complete Name
- Starting Time
- Completion Time

Service slips must be signed by the City Facility or Building Manager.

18. *INVOICING REQUIREMENTS*

No invoice will be paid without the proper information attached. **All invoices must be mailed directly to the requesting department/division. Failure to send invoices to the correct department will result in delays with payment.**
The City of Worcester can only be invoiced after all the work has been completed. It will be required that the following information be included with or on the invoice:

- **A copy of the signed service slip must accompany the invoice.**
- The invoice must be dated properly and accurately.
- The total for labor including the number of hour's worked and hourly rate.
- Any and all materials used for the job with their individual prices.
- Brief description of work that was done.
- Certified Payroll Documents, Respective Service Reports with each invoice.

Any invoice received without the required information above will be rejected.

If the contracting vendor uses materials or services from an outside vendor, the invoice must state the cost for those items to the contracting vendor plus no more than the quoted profit percent amount. If the contractor quotes a percent off discount price, the invoice must state the list price with the discount price that will be charged to the city.

No payment will be made for work judged by the Facilities Manager or his/her designee to be unsatisfactory. When the problem is corrected, then the invoice will be processed.

19. MILEAGE

The City of Worcester cannot be charged for any time, mileage fees or other costs while a tradesman is traveling to and from the site. The contractor shall take into account this cost in his hourly rate when he bids. Time begins when the tradesman arrives at the site and ends when he leaves the site.

20. OVERCHARGING (MATERIALS)

If the City of Worcester has any questions as to the validity of an invoice, the Department will notify the contractor of this in writing. The contractor will have five (5) business days to answer any and all questions and to provide proof of such items as:

- Copy of invoice stating the amount that the contractor was charged for supplies/services etc. Invoice must be a legitimate copy to be forwarded to the Department involved.
- The invoice must be dated.
- The invoice must have the company's name and address and telephone number along with a contact person's name.
- Proof that the invoice was paid by the contracting company.

21. HOURLY RATE/OVERTIME RATE

Under the terms of this contract, the perspective contractor must quote a regular labor rate per hour for any work done between 7:00 A.M. and 4:00 P.M. Monday thru Friday. For any work done between 4:00 P.M. and 7:00 A.M. Monday thru Friday and all day Saturday the perspective bidder must quote an overtime rate, equal to one half times the regular rate or less. This overtime rate will be at the contractor's discretion but cannot exceed the limit specified. A double time rate equal to twice the regular rate or less will be required for all work done on Sundays and Holidays. Again the double time rate will be at the contractor's discretion but cannot exceed the limit specified. The overtime rates are for emergencies only. No job will have more than one (1) person working at a time unless explicit permission is received by the department. If the contractor sends more than one (1) person, it will be at his own discretion and cost.

22. SUBCONTRACTED WORK (ERS)/NON SPECIFIED WORKER (S)

NO WORK may be subcontracted for any reason without explicit permission of the City of Worcester. If any tradesman from any other company or a non-specified worker from the contracted company is found on City of Worcester property without permission, that person will be asked to leave the premises. If any tradesman from another company is found on the City of Worcester property without permission and this person was sent by the company with which the City of Worcester has a contract with this will be absolute grounds for cancellation of this contract.

TECHNICAL SPECIFICATIONS

1. *SCOPE OF SERVICES*

The Contractor shall provide all necessary elements, including labor, equipment, materials, parts, tools, and vehicles, to perform full maintenance service and all annual inspections, including emergency power, fire service, weight testing, disposal, etc., as required by the City of Worcester, of elevators, dumb waiters, etc., inclusive of all component equipment and as detailed in this bid specification.

The full maintenance service shall include worn or defective parts replacement repairs, lubrication, adjustment, calibration, checking, testing, cleaning, painting for preservation, and inspection of all elevator system equipment, including all attached or remote component equipment, of each system, in accordance with all requirements defined in the section, all requirements as detailed in General Conditions, under this document and all requirements of the Commonwealth of Massachusetts and Federal Safety codes.

The Contractor shall be responsible for performing all maintenance and inspections and shall perform preventive maintenance, overhauls, and repairs, as recommended by the equipment manufacturer. However, it will be the full responsibility of the contractor to assure that the schedule followed will allow for a completely safe and reliable operation of all equipment. If more work is required then is listed in the Maintenance Schedule, it will be the Contractor's responsibility to do it.

The Contractor shall assume all costs to maintain all equipment covered by the contract in proper operating condition throughout the contract period. No additional cost for repairs, due to pre-contract conditions as presumed or presupposed by the Contractor, will be accepted.

The Contractor shall perform all work in strict accordance with all rules, regulations, standards, codes, ordinances, or laws of Local, State, and Federal authorities having lawful jurisdiction, and shall be responsible for compliance therewith.

The equipment requiring full maintenance service work shall include, BUT SHALL NOT BE LIMITED to gears, bearings, sheaves, brake pulleys, brake magnet coils, brake shoes, brake contacts and linings, motor windings, armature, rotor, stator, commutator, brushes, brush holders, controls, selector and dispatching equipment, relays, solid state components, resistors, condensers, transformers, coils, contacts, electrical conductors, dashpots, timing devices, mechanical and electrical driving equipment, governor, governor sheave and shaft assembly, governor, governor sheave and shaft assembly, governor jaws, car and counterweight buffers, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight, counterweight roller guides, hoist ropes and compensating ropes, hoist way door interlocks, hoist way door hangers, bottom door guides, auxiliary door closing devices, automatic electrical powered door operators, car door hangers, card door contacts, door protective devices, load weighing equipment, car-frame, car safety mechanism, platform, wood platform flooring, elevator car, tile floor covering, elevator car roller guides and shoes, magnets and frames, and all other mechanical or electrical components.

2. *EXTENT OF WORK*

The extent of work to be performed by the Contractor shall include regularly scheduled, monthly, quarterly, semi-annual and annual examinations. Work shall include, but not be limited to, examinations and preventative maintenance procedures, emergency callback service where specified, maintenance of complete required inspection records, cleaning, lubricating, testing, adjusting, repairing, furnishing of replacement parts, including spares, furnishing of all equipment for testing as required by applicable codes.

The Contractor shall provide regular and systematic examinations and preventative maintenance service, making examinations at monthly intervals, at which time he shall take necessary action to restore the elevators/equipment to satisfactory and safe service and by using preventative maintenance methods, furnish and install parts prior to their breakdown point where possible, all as necessary to keep elevators/equipment in the best possible running order at all times. *Scheduling of maintenance will be made so that the maintenance occurs on the same week during each month. This can be scheduled with the Individual department representatives and shall not be included in any service call without authorized City representative approval.*

The Contractor shall also maintain the efficiency, safety and speeds specified in the original elevator/equipment contract with updates and as designated by the manufactures of the equipment at all times including acceleration, retardation, contract speed in feet per minute, with and without full load, and floor to floor, door opening and closing time. Contractor shall perform all necessary examination, adjustments and work necessary to initially adjust and maintain elevators at the herein - before specified speed, adjust and replace all safety devices including governors, examine and equalize tension of all hoisting ropes and compensating ropes, and renew all hoisting, compensating and governor ropes, all whenever necessary to insure maintenance of adequate safety factor in accordance with these specifications.

The Contractor shall periodically clean and properly lubricate all sheave bearings and hoist way ropes, repack machine stuffing box and bearing and refill gear cases and guide lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall only use lubricants furnished by the manufacturer of the equipment, or those recommended by the manufacturer.

The Contractor shall keep the guide rails clean and properly lubricated, except when roller type guides are involved; no rail lubrication shall be used. The Contractor shall supply as and when necessary, the following parts and supplies: oils, grease, rope, preservative, cleaning compounds, wiping cloths, paints, etc. All lubricants shall be of the grade recommended by the manufacturer for the purpose used. All lubricants shall be stored in a Contractor furnished metal cabinet in each machine room.

The motor windings are to be periodically treated with proper insulation compound.

Contractor shall renew all wire ropes as often as is necessary to maintain as adequate factor of safety, to equalize the tension on all hoisting ropes, shorten ropes, repair or replace conductor cables and hoist way and machine room elevator wiring.

Replacement ropes shall meet all code requirements and be equal or better than original ropes in design, material, construction and strength as specified by the elevator manufacturer.

When necessary, the Contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.

At intervals necessary to maintain standards of cleanliness, the Contractors shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottoms of platforms and remove and dispose of dirt from machine room floors and elevator/equipment shafts.

3. *PERFORMANCE STANDARDS*

All work of the Contractor shall meet the performance standards of the elevator maintenance and repair trade and shall comply with all safety and accessibility regulations of the Commonwealth of Massachusetts, OSHA,

and Local authorities having lawful jurisdiction.

If any of the work required under this document fails to meet the City's satisfaction, the Contractor shall correct the deficiencies and the City will withhold payment until acceptance of all portions of the work.

Contractor will check in and check out with city designated personnel when onsite performing the requirements of this contract. Failure to do so may result in termination of this contract.

The Contractor shall use an adequate number of qualified employees who have been properly trained and who are experienced and completely familiar with the methods required for safe and proper execution of the work under this document.

Unsatisfactory or non-performance or unsafe acts or the creation of any hazardous or unsafe condition by the Contractor or any agent or employee thereof, as judged by the City shall be cause for immediate termination of the contract by the City.

The Contractor shall maintain the elevators at their original intended travel speed, in feet per minute, the original performance time, including acceleration and retardation, and all other performance standards in accordance with the original equipment manufacturers (OEM) specifications and shall maintain the original door opening and closing time, within the limits of all applicable codes. Should the City determine, through investigation, that these standards are not being maintained, the Contractor will be given fourteen (14) days to restore the performance to the required level. Failure to comply within the fourteen (14) day period will constitute sufficient cause for termination of the contract.

A. *DOOR PERFORMANCE*
   In evaluating the door performance of the elevators, complete door opening and closing time shall be used. Each door shall open and close smoothly without slam or clatter. The door opening and closing times shall not vary by more than ten percent (10%) of the base time specified by the elevator manufacturer.

B. *CAR START PERFORMANCE*
   An evaluation of interlock and sequence of starting operating performance shall include door closed to car start time within ten percent (10%) variance of the base time specified by the elevator manufacturer.

C. *RUNNING TIME PERFORMANCE*
   In evaluating running time, car start to car stop time shall be used. In addition, smooth acceleration and deceleration of the car shall be determined on a one-floor run from start to stop within a ten percent (10%) variance of the base time specified by the elevator manufacturer.

D. *LANDING PERFORMANCE*
   An evaluation of the landing performance shall include a determination that the car lands within plus or minus one-eighth of an inch (1/8") of the exit level, without regards for the number of passengers, up to the car capacity.

E. *SPEED PERFORMANCE*
   In evaluating speed performance, actual speed measurements shall be used and shall compare with an allowable variation of five percent (5%) of that specified by the elevator manufacturer.

F. *GROUP SUPERVISORY SYSTEM*

The Contractor shall insure that all group dispatching systems, inclusive of all circuits, time settings, and controls, are properly adjusted to allow the system to perform in accordance with the original equipment manufacturer's specifications.

Failure of the Contractor to meet all requirements of this section shall be cause for termination of the contract. Contractor shall be responsible for all costs for solicitation of a replacement contractor as well as costs for completion of identified work.

4. *SERVICE DURING REGULAR WORKING HOURS*

The Contractor must have resources available to respond if necessary to an emergency within one (1) hour after notice by telephone. In the event of an elevator being shut down, due to failure of equipment or controls, this mechanic shall proceed at once, and continue without stopping to make necessary repairs or adjustments to place the elevator equipment in safe and first class operating conditions.

5. *WORK PERFORMED ON OFF SHIFT HOURS*

When necessary, the City may require that scheduled maintenance work on some elevator equipment must be performed during off shift hours (nights, weekends) to minimize the impact on the public. When this is required the Contractor is eligible to charge the City for the additional cost equal to the difference between the normal rate of pay and the overtime rate of pay multiplied by the number of off shift hours required to perform the work.

6. *EMERGENCY CALLBACK SERVICE*

Contractor shall provide emergency callback service on the elevators. This emergency callback service shall consist of responding promptly (within one hour) to request from authorized representatives by telephone or otherwise at any time to restore any elevator to service in cases where a shutdown or emergency trouble should develop at any time during day or night between regular examinations. Bidder must have adequate personnel available in the area to provide overtime-emergency adjustment in the area to provide overtime emergency adjustment callback service twenty-four hours per day, 365 days per year.

7. *TELEPHONE SERVICE*

The Contractor shall maintain a continuous telephone service where he can be reached twenty-four (24) hours each day, seven (7) days a week, Sunday and Holidays included.

8. *MISUSE OF EQUIPMENT/VANDALISM*

In the event of evident damage caused by misuse of the elevators, which affect any component part of the elevator equipment covered under the scope of the contract, and which will require repairs or adjustments to correct, the Contractor and his elevator service personnel noting the damage shall comply with the following procedures:

A. The Contractor's personnel, who are in the building for any reason, upon noticing the damage or misuse shall immediately notify the on duty operations personnel stating the elevator damaged by misuse, and the extent of the damage. The Contractors personnel shall secure and fill out appropriate forms describing damage as a result of misuse. The forms may be obtained from on duty operations personnel.

B. The Contractor shall, within two (2) working days, confirm the above information, stating the name of the mechanic and including the cost to correct the damage, in a letter to the Department Director.

C. If the damage occurs during regular business hours the mechanic on duty shall perform the necessary repairs to return the elevator to service. Once the necessary repairs are completed a service report for this repair detailing the hours spent and any part utilized must be presented to the on duty operations personnel. The Contractor will be eligible to charge for any parts utilized to repair the equipment damaged through misuse or vandalism. The Contractor will only be eligible to charge for those labor costs which exceed the minimum provided under the terms of this contract (I.E. repair requiring second elevator mechanic).

D. If the damage or misuse occurs outside of the regular working hours and the damage is noted by the mechanic on an overtime service call, the procedure outlined in sub paragraphs 'A & 'B above shall be instituted. The Contractor will be eligible to charge the City an additional amount to cover the overtime labor costs and any material costs necessary to return the elevator to service.

9. *CODES, PERMITS, AND ORDINANCES*

The Contractor shall be responsible for securing all permits and scheduling all inspections and tests and shall pay all associated fees, as required by the Commonwealth of Massachusetts Department of Public Safety and any other Federal, State, or Local authority, for the work under this document.

The Contractor shall comply with all requirements of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI/ASME A-17.1), THE 1996 edition of the Massachusetts Electrical Code, Commonwealth of Massachusetts Department of Public Safety (524 CMR 3.00-11.00), National Elevator Code A-17, and any other applicable Federal, State, and Local laws, ordinances, rules, orders, regulations, and codes.

10. *SPARE PARTS INVENTORY*

Contractor agrees to maintain a supply of spare lending and genuine O.E.M. replacement parts specifically made for this installation in their warehouse inventory.

This inventory will include, but is not limited to: generator rotating elements, door operator motors, brake magnets, generator and motor brushes, controller switch contacts, selector switch contacts, solid state components, selector tapes, door hangers, rollers, hoist way limit switches. Such spare lending and replacement parts will be kept in Contractor's warehouse inventory or available from Contractor's manufacturing facilities located strategically throughout the United States. This spare parts inventory shall insure the availability of any part necessary for this installation to be located and shipped by the most expeditious means within forty-eight (48) hours from the discovery of need in the normal workweek.

11. *JOB MATERIAL STORAGE*

The Contractor shall submit a list of genuine manufacturer's parts specifically made for this installation that he will store on job site for emergency or quick replacement. All replacement parts, lubricants, etc., shall be kept in suitable Contractor furnished metal cabinet at the elevator machine rooms.

12. *REPLACEMENT PARTS*

All replacement parts shall be new, of best quality, and genuine original equipment manufacturer's parts.

All replacement parts and materials shall be exact duplicates of the parts or materials that are being replaced and shall be stored in accordance with the manufacturer's instructions, with seals and labels legible and intact. No substitution of manufacturer, model, or type will be allowed.

All replacement parts shall conform to the manufacturer's latest specifications for the particular elevator system equipment.

Any replacement parts supplied at additional cost, which do not correct a system problem or are deemed unnecessary by the City, shall be removed immediately and the replaced part shall be properly reinstalled. Such work shall be the responsibility of and at the expense of the Contractor.

13. *MECHANIC QUALIFICATIONS*

All work shall be performed by skilled mechanics of the trade directly employed and supervised by the Contractor. Except for Emergency Call-Back Service, hereinafter provided for all work shall be performed during regularly established hours of the elevator trade, eight (8) hours per day, Monday through Friday, Legal Holiday excluded.
Only Massachusetts licensed elevator constructors may perform work on the elevators.

14. *MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform all applicable items as defined in the schedules of Maintenance and Inspection Requirements. Said schedules include monthly, quarterly, semi-annual, and annual maintenance and inspection operations and shall be followed at regular intervals throughout each contract period. Said schedules constitute the minimum requirements of such maintenance and inspection services and the minimum frequency required for performance of such services. The Contractor must recognize that additional services may be required in order to comply with the performance requirements. The Contractor is fully responsible for assuring safe, reliable, continuous operation of all elevators.

The Contractor shall schedule all inspections of Worcester elevators pertaining to this bid, as required by the Commonwealth of MA Department of Public Safety, City of Worcester and any other regulatory entity.

No more than one (1) week prior to a scheduled State inspection, the Contractor must inspect the elevator car, elevator pit, elevator shaft and all components of the elevator. All deficiencies, along with a repair quote, must be emailed to proper department representative within 24 hours of inspection.

All State inspections must be scheduled during normal business hours.

- It is the sole responsibility of the Contractor to apply for State inspections of all elevators, lifts and all required units, in a timely fashion. Any fines issued by the State as a result of a unit not being inspected and issued a permit shall be the sole responsibility of the contractor
- The contractor shall schedule with the State Elevator Inspector the annual inspection of each elevator.
- The contractor shall fill out a work order for the inspection and have both the custodian and inspector sign the order to verify how much time was spent on the job site.
- The contractor cannot charge the City of Worcester for any time traveling to and from the site.

- The contractor shall receive a copy of the inspector's report and attach it with the service slip for the inspection to the invoice.
- The contractor shall submit an estimate for the work that is needed in order to receive a certificate within 24 hours of completed inspection.
- The contractor cannot charge the City of Worcester for any weights that may be needed in order to test the elevator for the inspector.
- The contractor will have no more than one mechanic and one helper on these inspections.
- The contractor will be reimbursed for the State Inspection Fee. Proof of payment must accompany the request for reimbursement. Payment will not be made without proper proof.
- The mechanic and the helper will be charged at the contract rate.
- In the event of a failed inspection, the contractor will be held responsible for the re-inspection fee if the cause for failure is a result of the contractor's failure to report or repair the problem. If the failure is a result of the City of Worcester failure to request a repair to a problem that was reported to the facilities Director, the City of Worcester will be responsible for the re-inspection fee.

The Contractor shall be present during the City scheduled annual testing of each emergency power system associated with each building in which the systems covered under the contract are located, to verify the operational status during such testing. The City will notify the Contractor at least thirty (30) days prior to the scheduled test date.

The Contractor shall check and maintain all group supervisory control systems and shall test and adjust the system's dispatching, scheduling, and emergency service features, in accordance with the original equipment manufacturer's specifications. The Contractor shall prove, to the City's satisfaction that each group supervisory control system functions properly.

All work shall be performed with minimum inconvenience to building occupants. The Contractor shall furnish a full report, covering adjustment time intervals, dispatch times on various programs, door standing time, and door opening and closing speeds, to the City Representative

The Contractor shall perform and shall record full operational tests of each in-car emergency lighting system. Said system shall provide the required illumination (0.2-foot candles at 4 feet above the floor and 1 foot in front of the operating panel) for four (4) hours. The Contractor shall repair or replace the components of said system as necessary.

Once each year, according to the records of and at the direction of the Commonwealth of Massachusetts Department of Public Safety, Elevator Division, the Contractor shall perform a full load, full speed check of safety mechanisms, over speed governors, car and counterweight buffers, and car balance of each elevator system and shall calibrate and scale each governor for proper tripping speed. During such test, the elevator equipment shall be stressed to an extent greater than that experienced in normal service, in accordance with the Department of Public Safety.

The Contractor shall submit a detailed evaluation, for each system, listing recommendations, remarks, etc., regarding the operational status and overall performance of the respective system and components, upon completion of the maintenance and inspection service of each system.

15. *MONTHLY MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on a monthly basis. Said services shall include:

- Check the door operation; Clean, adjust, and lubricate, as applicable and as necessary, the brake, linkages, gears, motor, check-keys, setscrews, electrical contacts, chains, and cams.
- Check the door closer; clean, adjust, and lubricate, as applicable and as necessary, the pivot points, sill trips, and checking devices.
- Check the selector, Clean, adjust, and lubricate, as applicable and as necessary, the brushes, dashpots, traveling cables, chains, pawl magnets, wiring, electrical contacts, relays, tape drive, and tape switch.
- Check the car; Clean, adjust, and lubricate, as applicable and as necessary, the car door and landing door tracks, pivots, hangers, car grill, stile channels, and side and top exits.
- Check the in car intercom, telephone, land alarm operations; Perform any necessary repairs or replacements to said alarm system: Report any problems with the intercom and/or telephone systems to the City representative.
- Observe the operation of the signal and dispatching system; Inspect the compensating rope hitches, drums, drum buffers, rope clamps, couplings, keyways, and pulleys; Check the load weighing device and dispatching the time settings; Clean, adjust, and lubricate said equipment, as applicable and as necessary.
- Check the oil level in the car and counterweight oil buffers; Add oil, as required.
- Check the motor brushes and commutators; inspect the commutators for finish, grooving, eccentricity, and mica level: clean, turn or refinish the commutator to provide proper commutation, if required. Inspect the motor brushes for tension, seating and wear. Replace or adjust said equipment, as required.
- Check the controller contacts and relays; visually inspect, check adjustment, and replace contacts of said equipment, as required.
- Check, adjust, repair and/or replace the car ventilation system, car position indicators, hall position indicators, and hall and car call buttons, as necessary.
- Visually inspect and clean each governor.
- Test the operation of the in-car emergency lighting system; Log the test results, on the service report.
- Initiate Phase I firefighter service recall and check the operation of said service to least two (2) floors under Phase II firefighter service; Log the results of said test on the service report.
- Submit a service report of the work performed and submit an evaluation, with any recommendations regarding system performance, to the City Representative.

16. *QUARTERLY MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on a quarterly basis. Said services shall include:

- Perform all weekly and monthly maintenance and inspection requirements.
- Check the leveling operation; Clean and adjust the leveling switches, hoist way vanes, magnets, and inductors; Repair and/or adjust said equipment for proper leveling.
- Clean, lubricate, and adjust, as applicable and as necessary, hoist way door tracks, hangers, eccentrics, linkage gibs, and interlocks. Inspect all fastenings and ropes for wear and lubrication. Clean each of the governors and hoist ropes. Lubricate the hoist ropes and replace same, if necessary. Do not lubricate the governor ropes. Inspect all ropes, hitches and shackles and equalize the rope tension.
- Clean, adjust, and lubricate, as applicable and as necessary, the car door and landing door tracks, pivots, hangers, car grille, and stile channels.
- Test the in-car audible alarm system; clean the in-car light fixtures; Test the emergency switch (ground the case, if necessary).
- Inspect and clean the dashpots, commutators, brushes, cam pivots, and fastenings; Inspect safety parts, pivots, setscrews, switches, etc.; Check the adjustment of the car and counterweight roller guides; Adjust said equipment, as applicable and as necessary.
- Lubricate the compensating sheave and inspect the hitches

- Inspect the governor and selector tape tension sheave fastenings, repair if necessary; Clean all parts of each safety device and lubricate the associated moving parts, to ensure their operation; Check and adjust the clearance between the safety jaws and guide rails; Visually inspect all safety parts.
- Submit a service report of the work performed and submit an evaluation, with any recommendations regarding system performance, to the City Representative.

17. *SEMI-ANNUAL MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on a semi-annual basis. Said services shall include:

- Perform all weekly, monthly, and quarterly maintenance and inspection requirements.
- Clean the controller with a vacuum cleaner; Check the alignment of the switches, relays, timers, hinge pins, etc.; Adjust and lubricate said equipment, as applicable and as necessary; Check all resistance tubes and grids; Check the thermal overload relays and settings; Check the operation of the thermal overload elements; Clean and inspect the fuses, fuse holders, and all controller connections.
- Inspect each sheave to ensure tightness on the shafts; Sound-test the spokes and rim, with a hammer, to detect cracks, Perform any necessary repairs or adjustments to said equipment.
- In the hoist way, examine the guide rails, cams, fastenings, and counterweights; Inspect and test the limits of the terminal switches; Perform any necessary repairs or adjustments to said equipment.
- Check and clean the damping motor brushes and replace said brushes, if necessary.
- Clean all overhead beams, sheaves, bottom of platform, car tops, counter weight and hoist way walls.
- Examine all hoist ropes for wear, lubrication, length and tension; Replace, lubricate, and adjust said equipment, as applicable and as necessary, to meet code requirements.
- Check the fastenings and operation of the door checks and interlocks; Clean and lubricate the pivot points of said equipment, as required.
- Submit a service report of the work performed and submit an evaluation, with any recommendations regarding system performance, to the City Representative.

18. *ANNUAL MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on an annual basis. Said services shall include:

- Perform all monthly, quarterly, and semi-annual maintenance and inspections requirements.
- Examine, clean with proper solution, and repair as necessary, the commutator, brushes and brush holders of all small control motors and regulators.
- Thoroughly examine and clean the starter and control panels; check each contactor and relay, by hand, for wear, cleanliness, and proper adjustment; clean adjust, repair or replace said equipment, as necessary.
- Check, clean, and adjust the operation of the slowdown and limit switches.
- Examine and “hand test” all moving parts of the governor and safety devices for free movement and proper operation.
- Examine and clean (add oil, if necessary) the buffers; perform a “hand test” of the plunger return.
- Blow out and vacuum clean the controller motors.
- Overhaul the machine brake, including disassembly. Clean or replace worn components, as necessary. Reassemble and readjust equipment.
- Clean and lubricate the hatch door hangers, track, and door arms.
- Examine the care and counterweight wire hoist ropes and the governor ropes, for wear and condition, Replace said ropes, if necessary.
- Clean the rails, hoist way walls, car tops, hoist way pits, overhead sheaves, and beams; Check all bracket bolts for tightness.

- Examine all safety devices.
- Perform a no load test for proper elevator operation. Check the car balance; repair or adjust same, as required; check the governor for proper tripping speed; re-calibrate the scale some, as required.
- Perform an inspection of equipment performance, including car speed, door operations, riding quality, car leveling, floor-to-floor time and system operation, including traffic handling and response time; Perform any adjustments, repairs, or replacements required to meet the original manufacturer's performance standards.
- Schedule and perform all inspections and testing required by the Commonwealth of Massachusetts, Department of Public Safety, Elevator Division. Said inspections and testing shall be in accordance with Department of Public Safety Regulations.
- Perform all inspections, repairs, or operations, as necessary, to insure certification by the Commonwealth of Massachusetts Elevator inspector.
- Submit two (2) copies of a written annual inspection report to the City Representative, upon completion of each annual inspection. Said report shall include the made and type of elevator, the building name, elevator number, a description of the work performed on each elevator, a Commonwealth of Massachusetts inspection certificate, and an evaluation listing any recommendations.
- Submit a service report of the work performed and submit an evaluation, with any recommendations regarding system performance, to the City Representative.

19. *SCHEDULING WITH OWNER REPRESENTATIVES*

- The Contractor is responsible for scheduling all monthly, semi-annual, and annual inspections and work with the Owner's Representative assigned to each department and location.
- The Contractor must provide a minimum of 48 hours and maximum of 1 month notice of said scheduled work. The Owner's Representative may respond prior to the day of said scheduled work with a request to reschedule the work for a different day or at a different time (within normal working hours). The Contractor must reschedule all work that is not derived from the Commonwealth of Massachusetts, Department of Public Safety, Elevator Division when written response from the Owner's Representative is received prior to the day of the scheduled work.

- **BIDDERS THAT ARE INTERESTED IN VIEWING ELEVATORS ON SITE MAY CONTACT THE STAFF NOTED BELOW FOR A SITE VISIT:**

Department of Public Facilities			
City Hall	Pedro Rodas	LagosP@worcesterma.gov	508-922-6502
Worcester Public Library(s)	Joel Wentworth	JWentworth@mywpl.org	508-922-6498
Senior Center	Edivaldo DeOliveira	Deoliveira@worcesterma.gov	774-502-8330
Inspectional Services	Mike Vray	VrayM@worcesterma.gov	857-301-0273
51 Sever	Mike Vray	VrayM@worcesterma.gov	857-301-0273
61 Sever	Mike Vray	VrayM@worcesterma.gov	857-301-0273
Fire Department (DPF)	Matt LeBoeuf	LebowufM@worcesterma.gov	774-764-5710
Police Department (DPF)	Tony Russo	RussoA@worcesterma.gov	774-622-5000
Department of Public Works			
Headquarters	Paul Dupre	DupreP@worcesterma.gov	508-688-0541
	Chris O'Toole	OtooleC@worcesterma.gov	508-929-1300 x 49008
Water Operations	Rich Maher	MaherRE@worcesterma.gov	774-329-9490
Water Treatment Plant	Paula Lomas	LomasP@worcesterma.gov	508-779-1513
	Paul Opuda	OpudaP@worcesterma.gov	508-779-1513

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
Wage Request No:	20261027194939	**Job Location:**	Various Locations in Worcester
Description of Work:	Provide service, repair and inspection services of elevators and lifts for the City of Worcester.		
Contract Number:	CR-8768-J7		

§§ 26-27D Construction Project

This Prevailing Wage Schedule establishes the minimum wage rates that employees on this public works construction project must be paid. The project's Wage Request Number is listed above and on all pages of this Schedule. This schedule applies **only** to this specific project.

Awarding Authority Responsibilities

- You must include this Prevailing Wage Schedule (PWS) or an appropriate reference to it in all advertisements and calls for bids.
- The PWS must be incorporated in its entirety into all contracts for this project (G.L. c. 149, § 27).
- The wage rates on this PWS will remain in effect for the duration of the project. **Exception:** You must request an updated schedule for any multi-year construction project no later than 2 weeks before the project's yearly anniversary date.
  - For CM AT RISK projects, the anniversary date is the earlier of the signing date of: (a) the GMP Amendment; or (b) the first amendment to permit procurement of construction services.
  - For all other construction projects, the anniversary date is the date the contract was signed by the Awarding Authority and the General Contractor.
- You must also request an updated PWS if you have not opened bids or selected a contractor within 90 days of the date of issuance on this PWS.
  - For CM AT RISK projects, the earlier of (a) the signing date of the GMP Amendment; or (b) the bid for the first construction scope of work must be within 90 days of the date of issuance on this Schedule.
- You must provide any updated PWS to all contractors working on the project, including general and sub-contractors.
- You must keep the contractors' weekly certified payroll records and Statements of Compliance on file for **3 years.**
- Awarding authorities have other prevailing wage responsibilities not listed above. Learn more at: **[Prevailing wage: for awarding authorities | Mass.gov]** and G.L. c. 149, §§ 26-27D.

Contractor Responsibilities

- You must pay all employees who perform construction work on this project at least the wage rate listed on this PWS. **Warning!** If you do not follow this requirement, you can face civil fines, criminal charges, or private lawsuits.
- You must post this PWS at the worksite where it can be easily seen. (G.L. c. 149, § 27)
- You must file weekly payroll reports and a Statement of Compliance with the awarding authority (**not** DLS). You can file payroll reports by mail or email and must keep them on file for 3 years. Each weekly payroll report must include each employees' name, address, occupational classification(s), hours worked, and wages paid. Find a sample report at: mass.gov/dols/pw.
- You cannot pay any employees at the apprentice rates listed on this PWS unless they are registered with the Massachusetts Division of Apprentice Standards (DAS). Qualifying apprentices must be paid at the applicable step rate and must carry their apprentice ID card during all work hours on the project. Apprentices **not** registered with DAS must be paid at the listed journeyworker's rate, even if they are registered with a different federal/state public agency or private entity. For every week in which apprentice rates are paid, a copy of each apprentice's apprentice ID card issued by DAS shall be attached to the certified payroll records.
- If you don't know what classification or rate applies to the work being performed, you must ask DLS; paying the wrong rate subjects you to enforcement.
- Please contact DLS if you have any questions about the Prevailing Wage Schedule: (617) 626-6953 or **DLS.Feedback@mass.gov**

Employees who are **not** paid the wage listed on the Prevailing Wage Schedule (PWS) may file a complaint with the Attorney General's Fair Labor Division: **www.mass.gov/ago/fld**; **(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)	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
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
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)	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)"							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE 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"							

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)	8/1/2026	$68.01	$12.84	$15.57	$7.33	$0.00	$103.75
BRICKLAYERS LOCAL 3	2/1/2027	$69.41	$12.84	$15.57	$7.33	$0.00	$105.15
BRICKLAYERS LOCAL 3 (WORCESTER)							

Construction

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

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

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.71	$12.84	$15.57	$7.33	$0.00	$70.45
2	60.00	$41.65	$12.84	$15.57	$7.33	$0.00	$77.39
3	70.00	$48.59	$12.84	$15.57	$7.33	$0.00	$84.33
4	80.00	$55.53	$12.84	$15.57	$7.33	$0.00	$91.27
5	90.00	$62.47	$12.84	$15.57	$7.33	$0.00	$98.21

Apprentice to Journeyworker Ratio: 1:5

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

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: CARPENTER

Effective Date: 3/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$24.01	$11.08	$0.00	$1.73	$0.00	$36.82
2	45.00	$24.01	$11.08	$0.00	$1.73	$0.00	$36.82
3	55.00	$29.34	$11.08	$0.00	$3.40	$0.00	$43.82
4	55.00	$29.34	$11.08	$0.00	$3.40	$0.00	$43.82
5	70.00	$37.35	$11.08	$11.41	$5.10	$0.00	$64.94
6	70.00	$37.35	$11.08	$11.41	$5.10	$0.00	$64.94
7	80.00	$42.68	$11.08	$11.44	$6.80	$0.00	$72.00
8	80.00	$42.68	$11.08	$11.44	$6.80	$0.00	$72.00

Apprentice to Journeyworker Ratio: 1:5

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
CARPENTER WOOD FRAME CARPENTERS CARPENTERS-ZONE 3 (Wood Frame)	10/1/2026	$28.14	$7.66	$4.47	$1.00	$0.00	$41.27

All Aspects of New Wood Frame Work

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.88	$7.66	$0.00	$0.00	$0.00	$24.54
2	60.00	$16.88	$7.66	$0.00	$0.00	$0.00	$24.54
3	65.00	$18.29	$7.66	$0.00	$0.00	$0.00	$25.95
4	70.00	$19.70	$7.66	$0.00	$0.00	$0.00	$27.36
5	75.00	$21.11	$7.66	$4.47	$0.00	$0.00	$33.24
6	80.00	$22.51	$7.66	$4.47	$0.00	$0.00	$34.64

Construction

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

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
7	85.00	$23.92	$7.66	$4.47	$0.00	$0.00	$36.05
8	90.00	$25.33	$7.66	$4.47	$0.00	$0.00	$37.46

Apprentice to Journeyworker Ratio: 1:5

CEMENT MASONRY/PLASTERING	7/1/2026	$54.49	$13.35	$16.43	$7.78	$1.80	$93.85
PLASTERERS AND CEMENT MASONS LOCAL 534	1/1/2027	$55.94	$13.35	$16.43	$7.78	$1.80	$95.30
Plasterers and Cement Masons - Zone 1	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: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$16.43	$7.78	$0.00	$86.60

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.97	$13.35	$16.43	$0.00	$0.00	$57.75
2	60.00	$33.56	$13.35	$16.43	$7.78	$1.80	$72.92
3	65.00	$36.36	$13.35	$16.43	$7.78	$1.80	$75.72
4	70.00	$39.16	$13.35	$16.43	$7.78	$1.80	$78.52
5	75.00	$41.96	$13.35	$16.43	$7.78	$1.80	$81.32
6	80.00	$44.75	$13.35	$16.43	$7.78	$1.80	$84.11
7	90.00	$50.35	$13.35	$16.43	$0.00	$0.00	$80.13

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW 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
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	6/1/2026	$60.61	$17.05	$13.35	$3.25	$0.00	$94.26
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.09	$17.05	$13.35	$3.25	$0.00	$95.74
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE)	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51
PAINTERS LOCAL 35							
PAINTERS LOCAL 35 - ZONE 2							

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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER LABORERS LABORERS - ZONE 2	6/1/2026	$50.30	$10.90	$9.75	$9.65	$0.00	$80.60
	12/7/2026	$51.80	$10.90	$9.75	$9.65	$0.00	$82.10
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$50.05	$10.90	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.55	$10.90	$9.75	$9.65	$0.00	$81.85
	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 LABORERS LABORERS - ZONE 2	6/1/2026	$49.30	$10.90	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$50.80	$10.90	$9.75	$9.65	$0.00	$81.10
	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 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"							
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	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DRAWBRIDGE - SEIU LOCAL 888							
ELECTRICIAN 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: 9/6/2026

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
6	80.00	$39.50	$15.96	$14.28	$4.35	$0.00	$74.09

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 41 ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	$69.23	$16.38	$11.06	$10.70	$0.00	$107.37
	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 ELEVATOR CONSTRUCTORS LOCAL 41 ELEVATOR CONSTRUCTORS LOCAL 41	1/1/2026	$48.46	$16.38	$11.06	$10.70	$0.00	$86.60
	1/1/2027	$50.56	$16.48	$11.16	$11.00	$0.00	$89.20

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (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)"							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2026	$54.40	$16.55	$13.35	$3.25	$0.00	$87.55
	11/1/2026	$55.69	$16.55	$13.35	$3.25	$0.00	$88.84
	5/1/2027	$57.12	$16.55	$13.35	$3.25	$0.00	$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2026	$56.02	$16.55	$13.35	$3.25	$0.00	$89.17
	11/1/2026	$57.32	$16.55	$13.35	$3.25	$0.00	$90.47
	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 OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	5/1/2026	$26.28	$16.55	$13.35	$3.25	$0.00	$59.43
	11/1/2026	$27.04	$16.55	$13.35	$3.25	$0.00	$60.19
	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 ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINT/COMMISSIONING ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026	$47.55	$17.05	$13.35	$3.25	$0.00	$81.20
	12/1/2026	$48.73	$17.05	$13.35	$3.25	$0.00	$82.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
	12/1/2026	$29.21	$10.90	$9.75	$9.21	$0.00	$59.07
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER FLOORCOVERERS LOCAL 2168 FLOORCOVERERS LOCAL 2168 ZONE II	3/1/2024	$48.93	$10.33	$11.47	$8.80	$0.00	$79.53

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

Construction

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

Apprentice: FLOORCOVERER

Effective Date: 3/1/2024

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

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	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"							
GENERATOR/LIGHTING PLANT/HEATERS	6/1/2026	$37.63	$17.05	$13.35	$3.25	$0.00	$71.28
OPERATING ENGINEERS LOCAL 4	12/1/2026	$38.58	$17.05	$13.35	$3.25	$0.00	$72.23
OPERATING ENGINEERS LOCAL 4							
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

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	12/1/2026	$60.83	$17.05	$13.35	$3.25	$0.00	$94.48
OPERATING ENGINEERS LOCAL 4							

Construction

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

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.66	$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

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) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
	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) ELECTRICIANS LOCAL 96 ELECTRICIANS LOCAL 96	9/6/2026	$49.38	$15.96	$14.57	$5.43	$0.00	$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"							
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
	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) PLUMBERS LOCAL 4 PLUMBERS LOCAL 4	3/1/2026	$55.90	$13.10	$9.71	$8.06	$0.00	$86.77

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC 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"							
HYDRAULIC DRILLS 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"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & 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
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)	9/1/2026	$53.12	$16.15	$11.46	$11.49	$0.00	$92.22

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.56	$16.15	$11.21	$5.75	$0.00	$59.67
2	60.00	$31.87	$16.15	$11.26	$6.89	$0.00	$66.17
3	70.00	$37.18	$16.15	$11.31	$8.04	$0.00	$72.68
4	80.00	$42.50	$16.15	$11.36	$9.19	$0.00	$79.20

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:4							
JACKHAMMER & PAVING BREAKER 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"							
LABORER 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

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

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:5							
LABORER (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

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

Construction

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

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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

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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	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)	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)"							
LABORER: MULTI-TRADE TENDER	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
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	6/1/2026	$41.66	$10.90	$9.75	$9.11	$0.00	$71.42
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
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	6/1/2026	$41.91	$10.90	$9.75	$9.11	$0.00	$71.67
LABORERS LABORERS - ZONE 2	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)	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)"							
MARBLE & TILE FINISHERS	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.92	$12.84	$15.57	$5.78	$0.00	$61.11
2	60.00	$32.30	$12.84	$15.57	$5.78	$0.00	$66.49
3	70.00	$37.69	$12.84	$15.57	$5.78	$0.00	$71.88
4	80.00	$43.07	$12.84	$15.57	$5.78	$0.00	$77.26

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
5	90.00	$48.46	$12.84	$15.57	$5.78	$0.00	$82.65

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.48	$12.84	$15.57	$5.78	$0.00	$61.67
2	60.00	$32.98	$12.84	$15.57	$5.78	$0.00	$67.17
3	70.00	$38.47	$12.84	$15.57	$5.78	$0.00	$72.66
4	80.00	$43.97	$12.84	$15.57	$5.78	$0.00	$78.16
5	90.00	$49.46	$12.84	$15.57	$5.78	$0.00	$83.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	$70.17	$12.84	$15.57	$7.99	$0.00	$106.57
	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 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: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.79	$12.84	$15.57	$7.99	$0.00	$72.19
2	60.00	$42.94	$12.84	$15.57	$7.99	$0.00	$79.34
3	70.00	$50.10	$12.84	$15.57	$7.99	$0.00	$86.50
4	80.00	$57.26	$12.84	$15.57	$7.99	$0.00	$93.66
5	90.00	$64.41	$12.84	$15.57	$7.99	$0.00	$100.81

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) 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

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE 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"							
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 MILLWRIGHTS LOCAL 1121 - Zone 3	1/5/2026	$45.20	$10.58	$11.47	$9.75	$0.00	$77.00

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

Construction

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

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

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

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$25.23	$10.35	$0.00	$0.00	$0.00	$35.58
2	55.00	$27.75	$10.35	$0.00	$6.93	$0.00	$45.03
3	60.00	$30.28	$10.35	$0.00	$7.56	$0.00	$48.19
4	65.00	$32.80	$10.35	$0.00	$8.19	$0.00	$51.34
5	70.00	$35.32	$10.35	$12.00	$8.82	$0.00	$66.49
6	75.00	$37.85	$10.35	$12.00	$9.45	$0.00	$69.65
7	80.00	$40.37	$10.35	$12.00	$10.08	$0.00	$72.80
8	90.00	$45.41	$10.35	$12.00	$11.34	$0.00	$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2026	$48.52	$10.35	$12.00	$12.60	$0.00	$83.47

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.26	$10.35	$0.00	$0.00	$0.00	$34.61
2	55.00	$26.69	$10.35	$0.00	$6.93	$0.00	$43.97
3	60.00	$29.11	$10.35	$0.00	$7.56	$0.00	$47.02

Construction

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

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
4	65.00	$31.54	$10.35	$0.00	$8.19	$0.00	$50.08
5	70.00	$33.96	$10.35	$12.00	$8.82	$0.00	$65.13
6	75.00	$36.39	$10.35	$12.00	$9.45	$0.00	$68.19
7	80.00	$38.82	$10.35	$12.00	$10.08	$0.00	$71.25
8	90.00	$43.67	$10.35	$12.00	$11.34	$0.00	$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) *	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

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

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.93	$0.00	$44.26
3	60.00	$29.44	$10.35	$0.00	$7.56	$0.00	$47.35
4	65.00	$31.89	$10.35	$0.00	$8.19	$0.00	$50.43
5	70.00	$34.34	$10.35	$12.00	$8.82	$0.00	$65.51
6	75.00	$36.80	$10.35	$12.00	$9.45	$0.00	$68.60
7	80.00	$39.25	$10.35	$12.00	$10.08	$0.00	$71.68
8	90.00	$44.15	$10.35	$12.00	$11.34	$0.00	$77.84

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, REPAINT)	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07

PAINTERS LOCAL 35
PAINTERS LOCAL 35 - ZONE 2

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$23.56	$10.35	$0.00	$0.00	$0.00	$33.91
2	55.00	$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3	60.00	$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4	65.00	$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5	70.00	$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6	75.00	$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7	80.00	$37.70	$10.35	$12.00	$10.08	$0.00	$70.13

Construction

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

Apprentice: PAINTER / TAPER (BRUSH, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
8	90.00	$42.41	$10.35	$12.00	$11.34	$0.00	$76.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	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)							

Construction

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

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"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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"							
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	8/1/2026	$55.25	$14.53	$12.67	$9.03	$0.00	$91.48
	2/1/2027	$57.00	$14.53	$12.67	$9.03	$0.00	$93.23
	8/1/2027	$58.75	$14.53	$12.67	$9.03	$0.00	$94.98
	2/1/2028	$60.50	$14.53	$12.67	$9.03	$0.00	$96.73
	8/1/2028	$62.25	$14.53	$12.67	$9.03	$0.00	$98.48
	2/1/2029	$64.00	$14.53	$12.67	$9.03	$0.00	$100.23
	8/1/2029	$65.65	$14.53	$12.67	$9.03	$0.00	$101.88
	2/1/2030	$67.40	$14.53	$12.67	$9.03	$0.00	$103.63

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33 ROOFERS LOCAL 33	8/1/2026	$55.50	$14.53	$12.67	$9.03	$0.00	$91.73
	2/1/2027	$57.25	$14.53	$12.67	$9.03	$0.00	$93.48
	8/1/2027	$59.00	$14.53	$12.67	$9.03	$0.00	$95.23
	2/1/2028	$60.75	$14.53	$12.67	$9.03	$0.00	$96.98
	8/1/2028	$62.50	$14.53	$12.67	$9.03	$0.00	$98.73
	2/1/2029	$64.25	$14.53	$12.67	$9.03	$0.00	$100.48
	8/1/2029	$65.90	$14.53	$12.67	$9.03	$0.00	$102.13
	2/1/2030	$67.65	$14.53	$12.67	$9.03	$0.00	$103.88
For apprentice rates see "Apprentice- ROOFER"							

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	0.00	$0.00	$14.53	$6.34	$0.00	$0.00	$20.87
2	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
3	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
4	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23
5	0.00	$0.00	$14.53	$12.67	$9.03	$0.00	$36.23

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 63 SHEETMETAL WORKERS LOCAL 63	7/1/2026	$43.48	$13.24	$11.01	$9.92	$2.13	$79.78
	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: 7/1/2026

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

Construction

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

Apprentice: SHEETMETAL WORKER

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$19.57	$6.09	$4.95	$0.00	$0.85	$31.46
2	50.00	$21.74	$6.77	$5.51	$0.00	$0.94	$34.96
3	55.00	$23.91	$7.45	$9.91	$0.00	$1.15	$42.42
4	60.00	$26.09	$8.36	$9.91	$0.00	$1.23	$45.59
5	65.00	$28.26	$8.86	$9.91	$0.00	$1.31	$48.34
6	70.00	$30.44	$9.48	$9.91	$0.00	$1.39	$51.22
7	75.00	$32.61	$10.15	$9.91	$0.00	$1.47	$54.14
8	80.00	$34.78	$10.83	$9.91	$11.12	$1.78	$68.42
9	85.00	$36.96	$11.51	$9.91	$11.12	$1.86	$71.36
10	90.00	$39.13	$12.18	$9.91	$11.12	$1.94	$74.28

Apprentice to Journeyworker Ratio: 1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
	12/1/2026	$42.53	$16.17	$23.52	$0.00	$0.00	$82.22
	1/1/2027	$42.53	$16.77	$23.52	$0.00	$0.00	$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 669 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: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	$28.36	$0.00	$0.00	$0.00	$0.00	$28.36
2	48.00	$31.66	$0.00	$0.00	$0.00	$0.00	$31.66
3	52.00	$34.29	$0.00	$0.00	$1.15	$0.00	$35.44
4	56.00	$36.93	$0.00	$0.00	$1.15	$0.00	$38.08
5	59.00	$38.91	$0.00	$0.00	$1.40	$0.00	$40.31
6	64.00	$42.21	$0.00	$0.00	$1.40	$0.00	$43.61
7	68.00	$44.85	$0.00	$0.00	$1.40	$0.00	$46.25
8	72.00	$47.48	$0.00	$0.00	$1.40	$0.00	$48.88
9	76.00	$50.12	$0.00	$0.00	$1.40	$0.00	$51.52
10	80.00	$52.76	$0.00	$0.00	$1.40	$0.00	$54.16

Construction

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

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	43.00	$28.36	$0.00	$0.00	$0.00	$0.00	$28.36
2	48.00	$31.66	$0.00	$0.00	$0.00	$0.00	$31.66
3	52.00	$34.29	$0.00	$0.00	$1.15	$0.00	$35.44
4	56.00	$36.93	$0.00	$0.00	$1.15	$0.00	$38.08
5	59.00	$38.91	$0.00	$0.00	$1.40	$0.00	$40.31
6	64.00	$42.21	$0.00	$0.00	$1.40	$0.00	$43.61
7	68.00	$44.85	$0.00	$0.00	$1.40	$0.00	$46.25
8	72.00	$47.48	$0.00	$0.00	$1.40	$0.00	$48.88
9	76.00	$50.12	$0.00	$0.00	$1.40	$0.00	$51.52
10	80.00	$52.76	$0.00	$0.00	$1.40	$0.00	$54.16

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"

TERRAZZO FINISHERS	8/1/2026	$69.09	$12.84	$15.57	$8.02	$0.00	$105.52
BRICKLAYERS LOCAL 3	2/1/2027	$70.49	$12.84	$15.57	$8.02	$0.00	$106.92
BRICKLAYERS LOCAL 3 - MARBLE & TILE							

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: TERRAZZO FINISHERS

Effective Date: 2/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.25	$12.84	$15.57	$8.02	$0.00	$71.68
2	60.00	$42.29	$12.84	$15.57	$8.02	$0.00	$78.72

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: TERRAZZO FINISHERS							
Effective Date: 2/1/2027							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
3 / 70.00		$49.34	$12.84	$15.57	$8.02	$0.00	$85.77
4 / 80.00		$56.39	$12.84	$15.57	$8.02	$0.00	$92.82
5 / 90.00		$63.44	$12.84	$15.57	$8.02	$0.00	$99.87
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
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"							

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
VOICE-DATA-VIDEO TECHNICIAN 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: 9/6/2026

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
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

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

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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.