WORCESTER REDEVELOPEMENT AUTHORITY
455 MAIN STREET, WORCESTER, MA 01608

Sealed Bid Invitation

Union Station - Maintenance: Elevators/Lifts
10 Washington Square, Worcester, MA 01604

November 2026

SECTION 00 01 10

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INVITATION TO BID / NOTICE TO CONTRACTORS

The Worcester Redevelopment Authority , the Awarding Authority, invites sealed bids for: **Union Station - Maintenance: Elevators/Lifts at 10 Washington Square, Worcester, MA 01604** in accordance with documents prepared by Worcester Redevelopment Authority.

The Project scope includes furnishing all labor, materials, equipment, and supervision necessary for the servicing of all elevators and lifts and their related equipment.

SEALED GENERAL BIDS for **Union Station - Maintenance: Elevators/Lifts** will be received at City Hall, 455 Main St, room 201, Worcester, MA 01608 , no later than 10:00 a.m., **Wednesday, December 9th, 2026**, and will be publicly opened thereafter and read aloud.

General Bids must be accompanied by:

(1) **00 21 13, Article 8** - Foreign Corporation Certificate of Registration from the Commonwealth of Massachusetts State Secretary (if applicable).

(2) **00 21 13, Article 10 –** Bid deposit for the general bid in the amount of five (5) percent of the value of the bid or a bid bond.

(3) **00 21 13.1** - A Contractor Update Statement, DCPO FORM CQ3. It is the Bidder's responsibility to obtain the necessary forms and make application to DCAMM (DCPO) in sufficient time for DCAMM (DCPO) to evaluate the application and issue a Certificate of Eligibility.

(4) **00 21 13.2** - A Certificate of Eligibility certifying the bidder's qualification in the category of *Elevators* issued by the Division of Capital Asset Management and Maintenance, DCAMM (formerly the Division of Capital Planning and Operations, DCPO), showing that the Bidder has been approved to bid on projects the size and nature of this project. In order to be eligible to be awarded this contract, a general bidder must be certified in the appropriate category and for the total Project Cost including all alternates elected (if applicable) to be taken by the Owner.

(5) **00 41 13** - A fully executed BID FORM – Stipulated Sum (Single-Prime Contract).

(6) City of Worcester forms.

   a. **00 43 00.01** - Certificate of Vote of Authorization.

   b. **00 43 00.02** - Certificate of Acknowledgement of Contractor if a Corporation.

   c. **00 43 00.03** - Tax Payment Certificate.

   d. **00 43 00.04** - Cori – Gender ID Compliance.

   e. **00 43 00.05** – REAP.

   f. **00 43 00.06** - Wage Theft.

(7) **00 73 73 -** Certificate of Compliance with Buy America Requirements & Buy America Rolling Stock – See Federally Required Contract Article 4.

(8) **00 73 73** - DBE Utilization Form - See Federally Required Contract Article 9.6

(9) **00 73 73** - DBE Participation Schedule - See Federally Required Contract Article 9.6

(10) **00 73 73** - DBE Letter of Intent – From each DBE listed in the DBE Participation Schedule. See Federally Required Contract Article 9.6

(11) **00 73 73** - DBE Affidavit – From each DBE stating that there has not been any change in its status since the date of its last certification. See Federally Required Contract Article 9.6.

(12) **00 73 73** - Lobbying Restrictions Certification - See Federally Required Contract Article 14.

PLANS AND SPECIFICATIONS will be available on November 25th, 2026, at City Hall-Purchasing Division, 455 Main St, room 201, Worcester, MA 01608, Phone: (508) 799-1220. Plans and specifications are also available at Open Bids | City of Worcester

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

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and to the fact that no less than the minimum wage rates set forth in the Contract Documents shall be paid on this project. Minimum wage rates are per M.G.L., Chapter 149, Sections 26 & 27 inclusive. In addition, to the extent included in this solicitation, federal, Davis-Bacon Act wage rates also apply to the work. In the event of a conflict between the state and federal wage rates, the higher rate shall apply.

NOISE ORDINANCE – All Contractors must adhere to the provision of § 1A(e)(9) of chapter nine of the Revised Ordinances of the city by limiting their on-site, noise producing construction and related work to the hours specified by said ordinance.

PRE-BID CONFERENCE - The pre-bid conference will be held on Wednesday, December 2nd, 2026, at the project site, Union Station, Grand Hall, 10 Washington Square, Worcester, MA 01604 beginning at 10:00 a.m. with a brief overview and tour of the construction areas. It is recommended that all Bidders attend this meeting.

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

COMMENCEMENT OF WORK AND TIME OF COMPLETION – The selected General Bidder must agree to commence work within five (5) days of the execution of a General Contract and to be substantially complete by end of contract date.

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

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

END OF DOCUMENT

WORCESTER REDEVELOPMENT AUTHORITY

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - INTRODUCTION; DEFINITIONS

In accordance with an Advertisement for Bids, a copy of which is bound herewith, the Worcester Redevelopment Authority (the "Owner") has invited bids for the Union Station - Maintenance: Elevators/Lifts at 10 Washington Square, Worcester, MA 01604.

The project scope includes furnishing all labor, materials, equipment, and supervision necessary for the servicing of all elevators and lifts and their related equipment.

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

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

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

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

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

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

ARTICLE 2 - AVAILABILITY OF CONTRACT DOCUMENTS

2.1 Each person requesting Contract Documents including bid forms, plans, specifications and addenda, shall proceed as directed in the Advertisement for Bids. Plans and specifications are available at Open Bids | City of Worcester.

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

3.1 Before submitting a bid, each bidder must: (a) thoroughly examine the Contract Documents (b) visit the site to fully examine and acquaint himself with local conditions that may in any manner affect

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

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

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

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

ARTICLE 4 - ADDENDA AND INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 5 - PRE QUALIFICATION BY DIVISION OF CAPITAL ASSET MANAGEMENT (DCAM formerly DCPO) (CHAPTER 149 PROJECTS)

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

5.2 Each general bid must also be accompanied by a Contractor Qualifications Statement Update ("Update Statement"). The Owner will furnish copies of the Update Statement form to bidders on request. (Note: A sample copy of the Update Statement is located at the end of this Section.). Any

general bid submitted without a currently valid Certificate of Eligibility and Update Statement shall be invalid and will not be accepted by the Owner.

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

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

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

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

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

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

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

ARTICLE 6 - WAGE RATES

6.1 Minimum rates of wages for work performed under this contract will be as predetermined by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 to 27C, inclusive of Chapter 149 of the Massachusetts General Laws. In addition, to the extent included in this solicitation, federal, Davis-Bacon Act wage rates also apply to the work. In the event of a conflict between the state and federal wage rates, the higher rate shall apply.

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

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

ARTICLE 7 - SALES TAX

7.1 Section 6(f) of Chapter 54H of the Massachusetts General Laws exempts from Massachusetts sales tax, building materials and supplies to be used in the project, and bidders shall not include in their bids any amount, therefore. The number of the certificate granted by the Commissioner of Revenue for use in obtaining the exemption is MA Taxpayer ID: 10623328, Certificate Number: 1943634944.

ARTICLE 8 - PREPARATION AND SUBMISSION OF BIDS

8.1 Each bid shall be submitted upon the bid forms furnished by the Owner, copies of which are bound with the bid documents. The bid forms may be submitted without the balance of the Contract Documents. All blank spaces shall be filled in, in ink or typewritten, in words or figures. The bid prices for each item on the bid forms shall be stated in both words and figures. Where itemized lump sum or unit prices are called for, the bidder shall provide all such prices. In the event of a discrepancy between prices written in words and prices written in figures, the written words shall govern. In the event of a discrepancy between the indicated sum of any column of figures and the correct sum thereof, the correct sum shall govern. The bid shall state the legal name of the bidder and shall be signed in ink by a person or persons legally authorized to bind the bidder to a contract. The name and title of the person or persons signing the bid shall be typed or printed below the signatures.

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

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

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

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

ARTICLE 9 - RECEIPT OF BIDS

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

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

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

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

ARTICLE 10 - BID DEPOSIT

10.1 A bid deposit in the form of a bid bond, or a certified check must accompany each bid, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Worcester. A bid bond shall be, (a) in form satisfactory to the Owner and substantially conforming to the sample contained in the Contract Documents, (b) with a Surety company qualified to do business (licensed) in the Commonwealth of Massachusetts and satisfactory to the Owner and conditioned upon the faithful performance by the principal of the agreements contained in the bid. The bid deposit shall be in the amount of five (5) percent of the value of the bid.

ARTICLE 11 - REJECTION OF BIDS

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

11.2 Within two (2) days, Saturdays, Sundays and legal holidays excluded, after opening sub-bids, the Owner will reject every sub-bid which is not accompanied by the required bid deposit or which otherwise does not conform to statutory requirements, or which is on a form not completely filled in, or which is incomplete, conditional or obscure, or which contains any addition not called for; provided, however, that the failure of the Owner to reject such a sub-bid within such period shall not validate such a sub-bid nor preclude the Owner from subsequently rejecting it.

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

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

ARTICLE 12 - AWARD OF CONTRACT

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

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

12.3 The successful bidder will be notified in writing, by mail or otherwise, that their bid has been accepted and that he has been awarded the contract. The successful bidder shall execute the contract and furnish the required bonds, at the offices of the Owner if requested, within five (5) days, Saturdays,

Sundays and legal holidays excluded, after presentation of the contract to him or notice to him that the contract is ready for execution.

12.4 If the bidder selected as the general contractor fails to perform his agreement to execute the contract in accordance with the terms of his bid and furnish a performance bond and also a labor and materials payment bond as stated in his bid, the award will be made to the next lowest responsible and eligible general bidder, subject to the provisions of Sections 44A-44J, inclusive, of said Chapter 149 of the Massachusetts General Laws.

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

ARTICLE 13 - CERTIFICATES AND DOCUMENTS TO BE FURNISHED PRIOR TO EXECUTION OF THE CONTRACT

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

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

(1) A statement of management controls.

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

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

b. 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.

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

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

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

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

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

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

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

ARTICLE 14 - FILED SUB-BID PROCEDURE

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

NOT APPLICABLE TO THIS PROCUREMENT

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

14.3 Each sub-bidder shall list in the sub-bid form the name and bid price of each person, firm or corporation performing each class of work or part thereof for which the section of the specifications for that sub-trade requires such listings; provided that in the absence of a contrary provision in the specification, any sub-bidder may, without listing any bid price, list his own name for any such class of work or part thereof and perform that work with persons on his own payroll if such sub-bidder after sub-bid opening, shows to the satisfaction of the Owner that he does customarily perform such class of work or the part thereof with employees on his own payroll who are mechanics or laborers referred to in Section 26 of said Chapter 149, of the Massachusetts General Laws, and is qualified so to do.

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

14.5 Each filed sub-bid must also be accompanied by a Contractor Qualifications Statement Update (“Update Statement”). The Owner will furnish copies of the Update Statement form to bidders on

request. (Note: A sample copy of the Update Statement is located at the end of this Section.). Any filed sub-bid submitted without a currently valid Certificate of Eligibility and Update Statement shall be invalid and will not be accepted by the Owner.

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

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

SEE 00 21 13.1 FOR SAMPLE DCAMM FORM CQ3

CERTIFICATE OF ELIGIBILITY UPDATE STATEMENT

Instructions to Bidders – Prime Contract Update Statement

See next page.

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.

The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance
One Ashburton Place
Boston, Massachusetts 02108
Tel: (617) 727-4050
Fax: (617) 727-5363

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN
SECRETARY, ADMINISTRATION & FINANCE

CAROL W. GLADSTONE
COMMISSIONER

Joint Venture (If applicable)
Certificate of Contractor Eligibility

CONTRACTOR IDENTIFICATION NUMBER:

This Certificate Shall Be Used for the Joint Venture to Bid on This Project Only

1. **CERTIFICATION PERIOD:**
2. **JOINT VENTURE NAME:**
3. **JOINT VENTURE ADDRESS:**
4. **JOINT VENTURE CONTRACTORS:**
5. **WORK CATEGORIES:** **This Joint Venture is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:**

☐ Alarm Systems	☐ Elevators	☐ Historical Masonry	☐ Painting
☐ Asbestos Removal	☐ Energy Management Systems	☐ Historical Painting	☐ Plumbing
☐ Deleading	☐ Exterior Siding	☐ Historical Roofing	☐ Pumping Stations
☐ Demolition	☐ Fire Protection Sprinkler Systems	☐ HVAC	☐ Roofing
☐ Doors & Windows	☐ Floor Covering	☐ Masonry	☐ Sewage & Water Treatment Plants
☐ Electrical	☑ **General Building Construction**	☐ Mechanical Systems	☐ Telecommunication Systems
☐ Electronic Security Systems	☐ Historical Building Restoration	☐ Modular Construction/Prefab	☐ Waterproofing

6. **PROJECT LIMITS:**
   Single Project Limit (SPL):
   Aggregate Work Limit (AWL):
   General Building Construction Limit:
7. **PROJECT NAME:**
8. **AWARDING AUTHORITY:**
9. **PROJECT LOCATION:**

Brian McPherson, Director of Access and Opportunity,
for Carol W. Gladstone, Commissioner

Approval Date

NOTE TO JOINT VENTURE CONTRACTOR ***This Certificate of Eligibility expires on the earliest date to occur of the Expiration Date of any of the Joint Venture Contractors listed above.***

Reviewer's Initials _____

WORCESTER REDEVELOPMENT AUTHORITY

FORM FOR GENERAL BID

BIDDER'S NAME _____

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

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

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

To the Awarding Authority: WORCESTER REDEVELOPMENT AUTHORITY

A. The undersigned proposes to furnish all labor and materials required for the Union Station - Maintenance: Elevators/Lifts at 10 Washington Square, Worcester, MA 01604, in accordance with the accompanying Drawings, Specifications and Addenda, prepared by the Worcester Redevelopment Authority, for the contract price specified below, subject to additions or deductions according to the terms of the Plans and Specifications.

B. This Bid includes Addenda numbered: ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___, ___

C. Bid Price:

Part A – Maintenance Hourly Rates				
Item	Estimated Annual Hours	Description	Hourly Rate	Total
1	70	Service Mechanic; Monday thru Friday; 7am to 4 pm	$	$
2	16	Service Mechanic; Monday thru Friday; 4 pm to 7 am	$	$
3	16	Service Helper; Monday thru Friday; 7am to 4 pm	$	$
4	8	Saturdays, Sundays & Holidays; 7 am to 4 pm	$	$
5	8	Saturdays, Sundays & Holidays; 4 pm to 7 am	$	$
			Total - Part A	S

Part B – Elevator/Lift Inspections				
Item	Estimated Annual Qty.	Description	Cost per Inspection	Total
1	36	Cost per elevator for monthly inspection (3 Elevators x 12/year = 36)	$	$
	24	Cost per lift for monthly inspection (2 lifts x 12/year = 24)		
2	5	Technician to be w/State Inspector for annual inspection	$	$
			Total - Part B	$
			Total Bid = Parts A & B	**$**

Inspection Fee Schedule				
Item	Estimated Annual Qty.	Description	Unit Price	Total
1	5	Annual State Permit Cost	$	$

Current (June 2025) application fees for annual inspections are variable as follows:

- 90 to 120 days prior to expiration: $200
- 60 to 89 days prior to expiration: $600
- Less than 59 days prior to expiration: $800

The vendor agrees to apply for the inspection 90 to 120 days prior to the expiration date in an effort to reduce costs.

If the application fee cannot be submitted in this timeframe due to an issue of the Worcester Redevelopment Authority, then the higher fee will be covered. If the application fee cannot be submitted in this timeframe due to an issue of the vendor, WRA will not pay the higher inspection fee.

D. Disclosure of Contract Renewal:

DISCLOSURE OF CONTRACT RENEWAL

This contract may be renewed for a second and third year at the sole discretion of the Worcester Redevelopment Authority, 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. *

** Percentage increases shall apply only to hourly service rates. Percentage mark-up on materials shall remain firm for the entire contract period (regardless of length).*

Please note that updated prevailing wage rate sheets shall be provided with any contract renewal.

(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.

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

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

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

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

Date	Print Name of Bidder
Social Security Number or Federal Identification Number	By: Name of Person Signing Bid and Title
Telephone Number	Business Street Address
Fax Number	City, State and ZIP Code

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

1. If the Bidder is a corporation, indicate the state of incorporation.

President:	State of Incorporation:
Treasurer:	Secretary:
If a Foreign Corporation: (incorporated or organized under laws other than laws of the Commonwealth of Massachusetts)	Is the Corporation registered with the Secretary of State of Massachusetts? Yes _____ No _____
If the Bidder is selected for the work referred to above, it is required under Massachusetts General Laws, Chapter 30, Section 39L to furnish to the Awarding Authority a certificate of the Secretary of State stating that the Corporation has complied with Massachusetts General Laws, Chapter 181, Sections 3 and 5 and the date of such compliance.	

2. If the Bidder is a Partnership, give full names and addresses of all partners:

Name of Partner:	Residence Address:
Name of Partner:	Residence Address:
Name of Partner:	Residence Address:

3. If the Bidder is an Individual, give residential address if different from business address:

Name:	Residence Address:

4. If the Bidder is an Individual doing business under a Firm name:

Name of Firm:	Business Address:
Name of Individual:	Residence Address:

Other forms of business organization:

I. The Bidder will give below the name and address of the Surety Company who will sign the bonds.

Name:	Address:

END OF FORM FOR GENERAL BID

CERTIFICATE OF VOTE OF AUTHORIZATION

Date: _____

I hereby certify that at a meeting of the Board of Directors of: _____duly called and held on the _____ day of_____, 2026, at which time

_____

Name Officer

of the _____ be and hereby is authorized to execute and deliver for and in behalf of the corporation, a contract with the _____ for _____in the City of Worcester and, as Principal to execute a Performance Bond and Labor and Materials Bond in connection therewith, which Contract and Bonds were presented to and made a part of the records of said meeting.

I further certify that _____is the duly qualified and acting _____of the Corporation and that said vote has not been repealed, rescinded or amended.

A true copy of the record,

ATTEST

_____

Clerk of the Corporation

(Corporate Seal)

Sworn to and subscribed to me this _____ day of _____, 2026.

_____

Notary Public

My Commission Expires:_____

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR
IF A CORPORATION

for AGREEMENT

State of _____)
ss
County of _____)

On this _ day of _____, 2026, before
me personally came _____ to me known,
who being by me duly sworn, did depose and say as follows:

That he resides at _____
and is the _____
of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____(Seal)
Notary Public
My Commission Expires:_____

CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION

FOR CONTRACT BONDS

State of _____)

ss

County of _____)

On this _____ day of _____, 2026,

before me personally came _____ to me

known, who being by me duly sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

_____(Seal)
Notary Public

My Commission Expires: _____

No General Bidder or Filed Sub-bidder will be eligible for a contract award unless the following certification has been completed and submitted to the Awarding Authority with its bid.

WORCESTER REDEVELOPEMENT AUTHORITY
FORM OF
TAX PAYMENT CERTIFICATE

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE WORCESTER REDEVELOPMENT AUTHORITY the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your Bid:

Date: _____

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed ALL Massachusetts State Tax Returns and Paid ALL Massachusetts State and City Taxes Required under Law.

Company Name: _____

Street and Number: _____

City or Town: _____

State: _____ Zip Code: _____

Telephone Number: _____

Social Security Number or Federal Identification Number: _____

Is Company Certified by State Office of Minority and Women Business Assistance (SOMWBA)?

Yes _____ Date of Certification: _____

No _____

Failure to complete this form may result in rejection of Bid and/or removal from City Bid Lists.

_____
BIDDER'S Authorized Signature

END OF SECTION

CORI COMPLIANCE / GENDER IDENTITY & EXPRESSION

Vendors entering into contracts with the City of Worcester must affirm that their policies regarding CORI information are consistent with the CORI hiring standards set by the City of Worcester. The City's CORI hiring policy may be downloaded from City of Worcester website www.worcesterma.gov. Questions pertaining to the City's CORI hiring policy are to be directed to the Equal Employment Opportunity Officer, Executive Office of Human Resources at 508-799-1030.

CERTIFICATION

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.

2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth with the CORI hiring standards set by the City of Worcester.

3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth with the CORI hiring standards set by the City of Worcester. (a copy of the Vendor's written CORI policy must accompany this form).

_____ _____

(Typed or printed name of person signing quotation, bid or proposal)

Signature

_____

Name of Business

A Vendor with a CORI policy that does NOT conform to the City standards must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver granted by the City. For any waiver to be granted, a written request should accompany bid submission explaining in detail why the vendor fails or refuses to comply with the City's CORI hiring standards.

Gender Identity Standards Applicable to Vendors

The city will do business only with vendors that have adopted and employ Gender Identity policies, practices and standards that are consistent with city standards.

The city may review all vendors' Gender Identity policies and practices for consistency with city standards.

By signing this bid, vendor confirms that their Gender Identity policies, practices and standards are consistent with those of the City of Worcester. For further information please refer to the Ordinance Relative to Gender Identity and Expression found at www.worcesterma.gov or call the LGBTQ Liaison/Director of Human Rights & Disabilities at 508-799-8486.

STATE LAW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

DATE: _____

Pursuant to Mass. G.L. Ch. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Massachusetts State Tax Returns and paid all Massachusetts State and City Taxes required under law.

COMPANY NAME: _____

STREET ADDRESS: _____

CITY OR TOWN: _____

STATE: _____ ZIP CODE: _____

TELEPHONE NO.: _____ FAX NO. _____

SOCIAL SECURITY OR FEDERAL IDENTIFICATION NO.: _____

AUTHORIZED SIGNATURE: _____

FAILURE TO COMPLETE THIS FORM MAY RESULT IN REJECTION OF BID AND/OR REMOVAL FROM CITY BID LIST.

RIGHT TO KNOW

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L. C111f 228, 9 and 10 and the regulations contained in 441 CMR SS21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. C111F S7 and the regulation contained in 441 CMR S21-05. Failure to submit a MSDS and/or labels on each container will place the vendor in noncompliance with the purchase order and/or contract. Failure to furnish MSDS's and/or labels on each container may result in Civil or Criminal penalties, including bid debarment and action to prevent the vendor from selling said substances, or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 1.1F or M.G.L. are cautioned to obtain and read the law and rules and Regulations referenced above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA (617) 727-2834 for $2.00 plus $.65 postage. In addition, copy of "Right to Know" law is available in Purchasing Department for review.

WAGE THEFT PREVENTION CERTIFICATION

By the Revised Ordinances, Chapter 2, Section 39, the city of Worcester has established requirements for certain contracts in an effort to prevent wage theft. Prospective contractors must provide the following certification and disclosures with their bids/proposals. The City will not award a contract without receipt of this completed certification.

INSTRUCTIONS: A prospective contractor shall **(a)** check Box 1 *OR* Box 2, as applicable, **(b)** check Boxes 3-5, **(c)** sign this form certifying compliance with the Wage Theft Prevention Ordinance, and **(d)** submit the completed form with its bid/proposal. For multi-year contracts, the successful bidder/proposer shall submit the completed form annually to the Purchasing Director.

Pursuant to the Wage Theft Prevention Ordinance, successful bidders/proposals shall post in conspicuous places the Mass. Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, Sec. 151, and the Fair Labor Standards Act (FLSA). The notice may be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

ALL BIDDERS/PROPOSERS MUST CERTIFY THAT [**check either Box 1 or Box 2, as applicable**]

1. ☐ Neither this vendor/contractor nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This vendor/contractor, or a prospective subcontractor, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA, within three (3) years prior to the date of this bid/proposal submission. The firm shall provide a copy of the same with the bid/proposal.

ALL BIDDERS/PROPOSERS MUST CERTIFY EACH OF THE FOLLOWING

3. ☐ Within five (5) days of receiving notice, the vendor/contractor shall report and provide a copy of any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or FLSA imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract provide the same to the Purchasing Director.

4. ☐ A vendor/contractor awarded a contract that has disclosed under paragraph 3 above shall, upon request, furnish monthly certified payrolls for the City contract as the Purchasing Director instructs and shall, at the discretion of the Purchasing Director, obtain a wage/payment bond or other suitable insurance as required by the Wage Theft Prevention Ordinance. Vendors/contractors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ The contractor shall post notices provided by the City in conspicuous places informing employees of the protections of the Wage Theft Prevention Ordinance, and applicable local, state and federal law.

The undersigned certifies under the pains and penalties of perjury that the contractor is in compliance and agrees to remain in compliance with the provisions of the Wage Theft Prevention Ordinance for the term of its contract with the City.

Signed:_____ _____ _____

Print Name & Title **Company Name** **Date**

WRA Conflict of Interest Policy

See next page.

The City *of* Worcester

Worcester Redevelopment Authority
Peter Dunn, Chief Executive Officer
455 Main Street, Worcester, MA 01608
P| 508-799-1400 **F**| 508-799-1406
development@worcesterma.gov

May 19, 2026

Worcester Regional Transit Authority
60 Foster Street
Worcester, MA 01608

RE: Standards of Conduct; Conflict of Interest

This letter is provided to substantiate the Worcester Redevelopment Authority (WRA)'s compliance, as a "Subrecipient" of Federal Transit Administration (FTA) funding through the Worcester Regional Transit Authority (WRTA), with respect to Section 4(a) of the FTA Master Agreement.

In accordance with the WRA bylaws and the Revised Ordinances of the City of Worcester, the administration of WRA operations, including the procurement of goods, services, and contracts, is carried out by designated municipal personnel. The conduct of all applicable personnel must comply with the Commonwealth of Massachusetts' Conflict of Interest Law (M.G.L Chapter 268A) and Financial Disclosure Law (M.G.L. 268B), which covers the relevant conflict of interest matters outlined in Section 4(a) of the FTA Master Agreement. Applicable personnel also participate in the required training program administered by the State Ethics Commission.

As such, the established "penalties, sanctions or other disciplinary actions for violations" required by Section 4(a)(3) in the FTA Master Agreement are those prescribed in the applicable state law.

Sincerely,



Peter Dunn
Chief Development Officer

THIS AGREEMENT made on _____ , 2026, at Worcester, in the County of Worcester, Commonwealth of Massachusetts by and between XXX., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, having a principal place of business at XXX, and duly authorized to conduct business in the Commonwealth of Massachusetts (hereinafter called the Contractor), and the Worcester Redevelopment Authority, an independent body politic and corporate organized under c.121B of the General Laws of Massachusetts with its principal office located at City Hall, 4th Floor, 455 Main Street, Worcester MA 01608 (hereinafter called the WRA).

W I T N E S S E T H:

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

(1) SCOPE OF WORK:

The Contractor shall, pursuant to the terms of this Agreement, provide all the supplies, materials and equipment, and perform all the labor, services and supervision necessary and proper to undertake and complete the Union Station - Maintenance: Elevators/Lifts at 10 Washington Square, Worcester, MA 01604 (hereinafter called the "Project") in the city of Worcester, Massachusetts, and to accomplish any and all work incidental thereto.

(2) BONDS:

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

PERFORMANCE BOND: ***XXX***

PAYMENT BOND: ***XXX***

with sureties satisfactory to the Contracting Officer to (a) guarantee the faithful performance by the Contractor of all its obligations under this Agreement and (b) constitute the security required by Massachusetts General Laws Chapter 149, Section 29, and Chapter 30, Section 39A, as amended, for the payment by the Contractor and its subcontractors for all labor performed or furnished and for all materials used or employed in connection with this Agreement. Bonds are to be submitted in form outlined in specification sections 00 61 13.13 (performance bond) and 00 61 13.16 (payment bond).

(3) CONTRACTING OFFICER:

(a) Wherever used in this Agreement the term "Contracting Officer" shall mean the WRA official so designated below, or the individual duly appointed by him/her for the performance of any of his/her functions or responsibilities under this Agreement. The work under this Agreement shall be carried out under the direction and subject to the approval and acceptance of the Chief Executive Officer of the WRA (hereinafter called the Contracting Officer).

(b) Anything to the contrary in the preceding paragraph notwithstanding, the Worcester Redevelopment Authority's Contract Compliance Officer is and shall be a designee of the Contracting Officer for all notices, demands, sanctions, and other communications relative to such Officer's administration, monitoring, and enforcement of the Worcester Redevelopment Authority's Responsible Employer & Inclusionary Participation Policy,

unless exempt under such policy. Each and every communication from the Contract Compliance Officer directly to the Contractor shall be validly delivered notwithstanding any other contrary provision of this Agreement or other Contract Documents.

(4) INCORPORATED DOCUMENTS:

The performance of this Agreement is subject to the provisions of the following documents and intended to be an integral part of this contract (hereinafter periodically and collectively referred to as "the Contract Documents").

(a) Sealed Bid Invitation BID #XXXX-XX issued INSERT DATE (Under separate cover).

(b) Bid Proposal, dated issued XXX (Under separate cover).

(c) Specifications and Related Drawings (Under separate cover).

(5) TIME FOR PERFORMANCE:

Time is of the essence for this Agreement.

The work of this Agreement shall be completed within ***XXX*** (***XXX***) days from the date of contact execution.

(6) PRICE:

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

XXX (XXX).

(7) PAYMENT:

Payment to the Contractor shall be made by the WRA in accordance with Massachusetts General Laws, Chapter 30, Section 39K, as amended, which is included in the Supplementary General Conditions to the Contract which is incorporated and made a part hereof.

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

(b) The payment shall be in full for furnishing all materials, supplies, labor, services, supervision, tools and equipment and the use thereof as embraced under the Agreement and, except as may be provided under Article 10(d), shall also constitute the payment for all loss or damage to the Contractor arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstructions which may arise or be encountered during the execution of the work until its final approval by the Contracting Officer, and for all risks to the Contractor of every description connected with the execution of the work or infringement of patents, trademarks, or copyrights and for completing the work in an acceptable manner.

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

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

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

(8) PAYMENT OF SUBCONTRACTORS:

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

(a) The Contractor, and each subcontractor, at every tier, to the Contractor, represents, they are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be debarred or suspended from any federal Assisted Award, as further evidenced in Section 13 – Debarment, Suspension, Ineligibility and Voluntary Exclusion included in specification section 00 73 73 – Statutory Requirements - Federally Required Contract Articles.

(9) NOTICE:

Wherever in this Agreement the WRA is to give or receive a notice, the Contracting Officer as defined in Article (3) shall be the WRA agent for such purpose.

(10) PERFORMANCE:

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

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

(b) The Contractor shall provide sufficient and proper facilities at all times for the inspection of the work by the WRA. He shall, after receiving written notice that certain work or construction is improper, unsafe or defective or that such construction in any way fails to conform to the Contract Documents forthwith removing such unsafe or defective construction and reconstruct the same in a manner satisfactory to the Contracting Officer. Upon failure of the Contractor to remedy the construction after being so notified, the Contracting Officer in accordance with Article 3.4.1 of the General Conditions may cause such defective work to be remedied or replaced and the WRA may deduct the cost thereof from any moneys due or to become due the Contractor.

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

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

(e) The Contractor agrees that it shall have no claim for damages of any kind on account of any delay in commencement of the work. Post commencement, the Contractor shall have no claim for damages of any kind on account of any delay or suspension of any portion of the work except as hereinafter provided. Adjustments, if any, in the contract price due to a suspension, delay, interruption or failure to act by the WRA shall be governed by the provisions of Massachusetts General Laws, Chapter 30, Section 39 O, as amended, which is included in the Supplementary General Conditions. Provided, however, the provisions of this paragraph shall not apply to any suspension pursuant to paragraph 10(c), or for any suspension, delay, interruption or failure to act to the extent that such is due to any cause

for which this Agreement provides for an equitable adjustment of the contract price, or time, under any other provision. Provided, further, that no adjustment shall be made if the performance of the Contractor would have been prevented by other causes, even if the work had not been so suspended, delayed or interrupted by the WRA. Provided further, that a subcontractor shall have the same rights against the Contractor for payment for an increase in the cost of his performance as the provisions of this paragraph gives the Contractor against the WRA, but nothing herein shall in any way change, modify or alter any other rights which the Contractor and subcontractor may have against each other. The Contractor must submit the amount of a claim under this provision (e) to the WRA in writing as soon as practicable after the end of the suspension, delay or interruption or failure to act and, in any event, not later than the date of final payment under this Agreement and, except for costs due to a suspension order, the WRA shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the WRA in writing of the act or failure to act involved in the claim.

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

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

Required Federal Transit Administration Contracting Clauses. This project is funded part or in whole by a federal grant. The Contractor must comply with the applicable requirements for Services provided in the FTA-issued documents titled, as specification section 00 73 73 – Statutory Requirements - Federally Required Contract Articles.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award.
2. Suspended from participation in any federally assisted Award.

3. Proposed for debarment from participation in any federally assisted Award.
4. Declared ineligible to participate in any federally assisted Award.
5. Voluntarily excluded from participation in any federally assisted Award.
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WRA. If it is later determined by the WRA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier-covered transactions.

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

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

(j) It shall be a material breach of this Agreement if the Contractor and each subcontractor shall not at all times adhere to the provision of § 1A(e)(9) of chapter nine of the Revised Ordinances of the city by limiting their on-site, noise producing construction and related work to the hours specified by said ordinance.

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

(l) Should the Contractor be obstructed or delayed in the execution of the work as a result of damage which may be caused by lightning, earthquake, rain, storm, or cyclone, then the time fixed for completion may be extended for a period equivalent to the time lost by reason of any of the foregoing causes. No such extension shall be made unless a claim therefore is presented in writing to the Contracting Officer within forty-eight (48) hours of the occurrence of such delay. The Contractor shall have no claim against the WRA for damages on account of such delay. The Contracting Officer must certify to the duration of the extension itself.

(11) ADDITIONAL WORK:

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

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

(12) EMPLOYMENT:

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

(b) In the performance of this Agreement, the Contractor shall comply with the provisions of the Worcester Redevelopment Authority's Responsible Employer & Inclusionary Participation Policy, unless exempt under such policy. In the employment of persons, including mechanics, teamsters, chauffeurs and laborers, under this contract, preference shall be given:

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

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

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

Fourth: To citizens of the Commonwealth generally.

Fifth: To citizens of the United States.

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

(c) No laborer, worker, mechanic, foreman, or inspector working within the Commonwealth of Massachusetts in the employ of the Contractor, subcontractors, or other persons doing

or contracting to do the whole or part of the work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one (1) calendar day; or more than forty-eight (48) hours in one (1) week, or more than six (6) days in any one (1) week in full compliance with provisions of Massachusetts General Laws, Chapter 149, Section 34, except in cases of emergency.

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

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

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

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

(h) Minimum wage rates under the provisions of General Laws c. 149, section 27, as amended, have been determined by the state Department of Labor and Workforce Development, and the Contractor shall in the payment of wages be bound by them during the life of the Agreement. The applicable schedule of minimum wage rates, as so determined, in specification section 00 73 46 is incorporated herein by this reference. *In addition, to the extent included in this agreement, federal, Davis-Bacon Act wage rates also apply to the work. In the event of a conflict between the state and federal wage rates, the higher rate shall apply.*

(i) The Contractor shall, at all times, comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof:

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(j) Contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a), prohibiting discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

(k) For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. §5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In

accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(13) TERMINATION:

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

(b) If the Contracting Officer shall certify by written notice to the Contractor that the rate of progress is not satisfactory, the WRA may, instead of notifying the Contractor to discontinue all of the work or any part thereof, notify him from time to time to increase the force, equipment and plant, or any of them, employed on the whole or any part of the work, stating the amount of increase required. Unless the Contractor shall, within five (5) days after such notice, increase his force, equipment and plant to the extent required therein, and maintain and employ the same from day to day until the completion of the work or such part thereof or until the conditions as to the rate of progress shall, in the opinion of the Contracting Officer, be fulfilled, the WRA may employ and direct the labors of such additional force, equipment and plant as may, in the opinion of the Contracting Officer, be necessary to insure the completion of the work or such part thereof within the time specified or at the earliest possible date thereafter, and charge the expense thereof to the Contractor. Neither the notice from the Contracting Officer to the Contractor to increase his force, equipment or plant nor the employment of additional force, equipment or plant by the WRA shall be held to prevent a subsequent notice to the Contractor from the WRA to discontinue the work under the provisions of the preceding portion of this Article.

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

of the excess to the WRA upon completion of the work and without further demand being made, therefore.

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

(14) GUARANTEES:

(a) The Contractor guarantees the work under this Contract and the materials furnished by him for use in connection therewith to be free from defects or flaws for one (1) year after the completion of the work unless a greater period of time is prescribed by Law, or by terms of any special guarantee required under any other provisions of the Contract Documents. It is expressly understood, however, that this guarantee provision shall not absolve the Contractor from any liability to the WRA arising out of a failure to substantially comply with the terms of the Agreement.

(b) If at any time within said guaranty period, any part of the work constructed under the terms of this contract shall, in the opinion of the Contracting Officer, require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten (10) days of the date of giving him notice thereof and to complete the same to the satisfaction of the Contracting Officer with reasonable dispatch, then the latter may employ other persons to make such repairs. The WRA shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

(15) INDEMNIFICATION:

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

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

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

(16) INSURANCE:

(a) The Contractor shall carry public liability insurance so as to save the WRA harmless from any and all claims for damages arising out of bodily injury to, or death of, any person or

persons and for all claims for damages arising out of injury to or destruction of property caused by accidents resulting from the use of implements, equipment or labor used in the performance of the Agreement or from any neglect, default, omission or want of proper care or misconduct on the part of the Contractor or of any one in his employ during the execution of the work. Such insurance shall include coverage for blasting and explosion if explosives are to be used.

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

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

(d) In addition to that set forth in the Contract Documents, the amounts of such public liability insurance shall not be less than the minimum amounts set forth below:

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

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

3. Commercial Property “All Risk” Insurance covering real and personal property at the site, including coverage for project equipment at full replacement cost.

4. Automobile Liability – Combined Single Limit of $1,000,000.

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

6. Excess / Umbrella Liability – Per Occurrence / Aggregate $1,000,000 / $2,000,000.

(e) **In addition to that set forth in the Contract Documents**, the Contractor shall also carry bodily injury and property damage insurance in amounts not less than those set forth above covering the operation of all motor vehicles owned by the Contractor and engaged in this work.

(f) The Certificate Holder shall be Chief Executive Officer, Worcester Redevelopment Authority, City of Worcester, 455 Main Street, Worcester, MA 01608.

(g) The Worcester Redevelopment Authority shall be an Additional Insured of all coverage (except for workers compensation) regarding this project. Said Additional Insurance status shall be on a “primary and non-contributory” basis. No cancellation of any insurance whether by the insurer or by insured shall be effective unless written notice thereof is given to the WRA at least fifteen days prior to the intended effective date thereof, which date has been expressed in the notice. Prior to the effective date of any such cancellation the Contractor shall take out new insurance to cover the policies so canceled. The Insurance Companies shall remain liable, however, until new and satisfactory insurance policies have been delivered to and accepted by the WRA. The Contractor shall provide a waiver of subrogation favoring the WRA for such coverage.

(17) CONFLICT OF INTEREST:

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

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

(c) Violation of this Article shall be a material breach of this Agreement and shall be grounds for immediate termination hereof by the WRA without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this Article shall not waive any claims for damages the WRA may have against the Contractor resulting from the Contractor's violation of the terms of this Article.

(18) SEVERABILITY:

(a) If any court or body of competent jurisdiction holds any provisions of this Agreement invalid, the remainder of this Agreement shall remain in full force and effect.

(19) HEADINGS:

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

(20) AMENDMENTS:

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

(21) ENTIRE AGREEMENT:

(a) This Agreement contains the entire understanding of the parties and supersedes all prior agreements, representations, proposals and undertakings of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto, intending to be legally bound, have caused this Agreement to be executed as a sealed instrument by their duly authorized representatives the day and year first above written.

WORCESTER REDEVELOPMENT AUTHORITY	**CONTRACTOR** ***XXX***
_____	_____
Sherri Pitcher	***XXX***
Chairwoman	***XXX*** (SEAL)

RECOMMENDED:
Worcester Redevelopment Authority

_____
Peter Dunn
Chief Executive Officer

Approved As To Form

_____
Alexandra H. Kalkounis
Chief Legal Counsel

I certify funds are available for this agreement.

_____
Timothy J. McGourthy
Chief Financial Officer

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS, that ***XXX*****,** a Massachusetts corporation duly established by law and having a usual place of business at ***XXX*** as PRINCIPAL, and, ***XXX*****,** a corporation organized under the laws of the **State of *XXX*** and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a Fidelity and Surety Company in Massachusetts, as SURETY, are held and firmly bound unto the Worcester Redevelopment Authority an independent body politic and corporate organized under c.121B of the General Laws of Massachusetts with its principal office located at City Hall, 4th Floor, 455 Main Street, Worcester MA 01608 in the sum of ***XXX*** lawful money of the United States of America, to be paid to said Worcester Redevelopment Authority, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the Worcester Redevelopment Authority, said Agreement being for the Union Station - Maintenance: Elevators/Lifts at Union Station, located at 2 Washington Square, Worcester, MA 01604.

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

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

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

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

(Surety)	(Seal)	(Principal)	(Seal)
XXX		***XXX***	
_____		_____	
Name:		***XXX***	
Attorney-in-Fact		***XXX***	

PAYMENT BOND

KNOW ALL BY THESE PRESENTS, that ***XXX,*** a Massachusetts corporation duly established by law and having a usual place of business at ***XXX*** as PRINCIPAL, and, ***XXX,*** a corporation organized under the laws of the **State of *XXX*** and duly authorized and admitted, under the provisions of Chapter 175 of the Massachusetts General Laws as amended, to transact the business of a Fidelity and Surety Company in Massachusetts, as SURETY, are held and firmly bound unto the Worcester Redevelopment Authority, an independent body politic and corporate organized under c.121B of the General Laws of Massachusetts with its principal office located at City Hall, 4th Floor, 455 Main Street, Worcester MA 01608, in the sum ***XXX*** lawful money of the United States of America, to be paid to the Worcester Redevelopment Authority, its successors and assigns, to the payment of which, well and truly to be made, the PRINCIPAL and the SURETY bind themselves, their respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has entered into an Agreement of even date herewith with the Worcester Redevelopment Authority, said Agreement being for the Union Station - Maintenance: Elevators/Lifts at Union Station, located at 2 Washington Square, Worcester, MA 01604, in the City of Worcester, Massachusetts.

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

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

(PRINCIPAL)_____(Seal)
XXX

By:_____
XXX, XXX

(SURETY)_____(Seal)
XXX

_____
Attorney-in-fact

WORCESTER REDEVELOPMENT AUTHORITY
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

1.1.1.1 The Contract Documents consist of the Owner-Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), Performance Bond, Payment Bond, Vote of Corporation, Instructions to Bidders, Bid Proposal, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Article 2, or (4) a written order for a minor change in the Work issued by the Architect pursuant to Article 12. The Contract Documents do not include Bidding Documents such as, sample forms, or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Owner-Contractor Agreement. The Drawings of this Contract shall be as listed on the cover sheet of the Drawings, as applicable. The Specifications of this Contract shall be listed on the Index to the Technical Specifications.

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities: Highest Priority - Modifications, Second Priority- Agreement, Third Priority - Addenda-later date to take precedence, Fourth Priority - Special Requirements, Fifth Priority - Special Conditions, Sixth Priority - Supplementary General Conditions, Seventh Priority - General Conditions, Eighth Priority - Specifications, Ninth Priority - Drawings.

1.2 THE CONTRACT

1.2.1 The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Article 1. These General Conditions, wherever applicable, shall be construed consistent with, and not to the exclusion of any terms of the Owner-Contractor Agreement, provided further however, that the terms of such Agreement shall take precedence, as provided in Article 1. Except for the special agreements in Article 4, nothing contained in the Contract Documents shall be construed to create any contractual relationship of any kind between the Architect and the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

1.3 THE WORK

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

1.4 THE PROJECT

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

1.5 EXECUTION, CORRELATION AND INTENT

1.5.1 The Owner and Contractor shall sign the Contract Documents in duplicate.

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

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

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

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

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

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

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

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

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

1.6 OWNERSHIP AND USE OF DOCUMENTS

1.6.1 All Drawings and Specifications furnished by the Architect, and all copies thereof and the copyright therein, are the property of the Architect or the Owner. They are to be used only with respect to this

Project and are not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Architect on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Owner's common law copyright or other reserved rights.

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

2.1.1 The Architect is the person lawfully licensed to practice Architecture, or an entity lawfully practicing architecture identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his Authorized Representative.

2.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3 - OWNER

3.1 DEFINITION

3.1.1 The term Owner means the Worcester Redevelopment Authority, acting by and through its chief executive officer manager and such representatives as the chief executive officer shall assign to the Project.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

3.2.3 Except as provided in Article 4, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

3.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of available bid documents, Drawings, and Specifications. The Contractor may at any time order additional sets at the Contractor's expense.

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

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

3.3 OWNER'S RIGHT TO STOP THE WORK

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

3.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 4 - CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

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

if by reasonably study of the Contract Documents he could have discovered such, the Contractor shall bear all costs arising there from.

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

4.2.3 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in Article 4. If the Contractor proceeds with such Work without obtaining further drawings or instructions, he shall correct Work incorrectly done at his own expense.

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

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

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

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

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Article 7 by persons other than the Contractor.

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

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

4.4 LABOR AND MATERIALS

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

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

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

4.5 WARRANTY

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

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

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

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

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

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

4.5.7 The warranty provided in this Article 4 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

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

4.6 TAXES

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

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

1. Federal Excise Taxes as applied to articles, which are taxable under Chapter 12 of the Internal Revenue Code of l954, as amended.
2. Commonwealth of Massachusetts Sales Tax.
3. City of Worcester MA Taxpayer ID: 10623328; Certificate number: 1943634944

4.7 PERMITS, FEES AND NOTICES

4.7.1 The Contractor and all subcontractors shall secure, coordinate and pay for the building permit and for all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

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

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

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

4.8 ALLOWANCES

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

4.9 PROJECT MANAGEMENT

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

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

4.9.3 The Contractor shall attend job meetings with the Architect and such other persons as the Architect may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings, if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be serviced on such representatives. Refer to specification section 01 20 00 Project Meetings for additional requirements.

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

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

4.10 PROGRESS SCHEDULE

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

4.11 DOCUMENTS AND SAMPLES AT THE SITE

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

4.11.2 Refer to Specifications Section 01 70 00 entitled PROJECT CLOSEOUT, for additional requirements for Record Drawings and Operating and Maintenance Manuals.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

4.12.9 Refer to Specifications Section 01 33 00, SUBMITTALS, for additional requirements.

4.13 USE OF SITE

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

4.14 CUTTING AND PATCHING WORK

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

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

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials. Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises.

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

4.15.3 If the Contractor fails to clean up at the completion of the Work, the Owner may do so as provided in Article 3 and the cost thereof shall be charged to the Contractor. Refer to Specifications Section 01 70 00, PROJECT CLOSEOUT, for additional requirements.

4.16 COMMUNICATIONS

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

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

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

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

4.18.3 The obligations of the Contractor under this Article 4 shall not extend to the liability of the Architect, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided, such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 5 - SUBCONTRACTOR

5.1 DEFINITION

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

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

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

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

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

5.2.3 If the Owner or the Architect has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner or the Architect has no reasonable objection,

and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Article 5.

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

5.3 SUBCONTRACTUAL RELATIONS

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

ARTICLE 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

6.1.3 The Owner will provide for the coordination of the work of his own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided in Article 6.

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

6.2 MUTUAL RESPONSIBILITY

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

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly

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

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

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Owner, or to other work on the site, the Contractor shall promptly remedy such damages as provided in Article 10.

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

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Article 4, the Owner may clean up and charge the cost thereof to the contractors responsible therefore as the Architect shall determine to be just.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 SUCCESSORS AND ASSIGNS

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

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

7.3 WRITTEN NOTICE

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

7.4 CONSENT OR WAIVER

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

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

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

7.6 RIGHTS AND REMEDIES

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

7.7 TESTS

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

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

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

ARTICLE 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Article 8, including authorized adjustments thereto.

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

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended and only minor items which can be corrected or completed without substantial interference with the Owner's use of the Work remain to be corrected or completed. The Date of Substantial Completion shall be on or after the date of issuance of a Certificate of Occupancy as defined in 780 CMR for the Work without reservations or conditions by the Building Official.

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

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

8.2 PROGRESS AND COMPLETION

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

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

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

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

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

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

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

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

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATIONS FOR PAYMENT

9.3.1 In accordance with Section 01 29 00 of the Specifications, the Contractor shall submit to the Architect an itemized Application for Payment, notarized and supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require, and reflecting retainage, if any, as provided in Supplemental General Conditions, Article I. The format and number of copies of such Applications for Payment shall be as noted in Section 01 29 00.

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

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

9.3.4 Each Application for Payment or periodic estimate requesting payment must be accompanied by a certificate from each Subcontractor stating that he has been paid all amounts due him on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event, of any such discrepancy, the Contractor shall be required to furnish his own written explanation. See Section 01 29 00.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Architect will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Article 9.

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

9.5 PROGRESS PAYMENTS

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

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

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

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

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

9.6 PAYMENTS WITHHELD

9.6.1 The Architect may decline to certify payment and may withhold his Certificate in whole or in part, to the extent reasonably necessary to protect the Owner, if in his opinion he is unable to make representations to the Owner as provided in Article 9. If the Architect is unable to make representations to the Owner as provided in Article 9 and to certify payment in the amount of the Application, he will notify the contractor as provided in Article 9. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly certify a Certificate for Payment for the amount for which he is able to make such representations to the Owner. The Architect may also decline to certify payment or because of subsequently discovered evidence or subsequent

observations, he may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. Defective Work not remedied,
2. Third party claims filed or reasonable evidence indicating probable filing of such claims,
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
5. Damage to the Owner,
6. Reasonable evidence that the Work will not be completed within the Contract Time or
7. Persistent failure to carry out the Work in accordance with the Contract Documents, or
8. Failure of mechanical trades or electrical trades subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall be required to check record drawings each month. The Architect shall require written confirmation that the record drawings are "up-to-date" before approval of the Contractor's monthly payment requisition will be considered.

9.6.2 When the above grounds in Article 9 are removed, payment shall be made for amounts withheld because of them.

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

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

9.9 FINAL COMPLETION AND FINAL PAYMENT

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

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

9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Architect so confirms, the Owners shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, and if bonds have been furnished as provided in Article 7, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

10.3 EMERGENCIES

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

ARTICLE 11 - INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain in a company or companies to which the Owner has no reasonable objection, such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by

himself or by any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Workmen's Compensation –Massachusetts Statutory / Employers Liability
2. Commercial Liability- Per Occurrence / Aggregate $1,000,000 / $2,000,000
3. Automobile Liability/Combined Single Limit - $2,000,000 (all owned, hired and non-owned autos).
4. Excess / Umbrella Liability –$2,000,000
5. Independent Contractors -Same limits as above
6. Products and Completed Operations -Same limits as above commencing with issuance of final Certificate of Payment.
7. Contractual Liability - Same limits as above.

11.1.2 The insurance required by Article 11 shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth below, whichever is greater.

1. Workmen's Compensation -Statutory/Employers Liability
2. Commercial Liability - Per Occurrence / Aggregate $1,000,000.00 / 2,000,000.00
3. Automobile Liability/Combined Single Limit – $2,000,000.00 (all owned, hired and non-owned autos).
4. Excess / Umbrella Liability - $2,000,000.00
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 Article 11 shall include contractual liability insurance applicable to the Contractor's obligations under Article 4.

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

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site as provided above in Article 11. This insurance shall include the interests of the Owner, Contractor,

Subcontractors and Sub-subcontractors in the Work and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

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

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

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

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

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

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

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

11.4 LOSS OF USE INSURANCE

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

ARTICLE 12 - CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

12.1.2 A Change Order is a written order to the Contractor signed by the Owner and the Architect, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. Only Change Orders may change the Contract Sum and the Contract Time. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

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

12.2 CLAIMS FOR ADDITIONAL COST

12.2.1 If the Contractor claims that any instructions or orders, whether oral, written, or drawings, or otherwise, involve extra cost or time, and such instructions or orders are not accompanied by a written acknowledgment by the Owner and Architect that extra payment will be made or time extended, he shall promptly so notify the Architect in writing and shall not proceed with the work until he has received a further written order to proceed, except, as provided in Article 10, in the case of an emergency affecting life or property.

12.2.2 Upon receipt from the Contractor of a written notice of claim as provided in Article 12, the Architect shall review such claim and if he determines that any work in dispute should proceed, he shall issue to the Contractor a written order, signed by the Owner, (1) to proceed in which he shall approve or deny the Contractor's claim, in whole or in part, or (2) to proceed subject to a later determination by the Architect of the Contractor's right to extra payment.

12.2.3 To the extent that the Architect, when issuing the written order to proceed described in Article 12, approves the contractor's claim, Change Order shall adjust the Contract Sum and/or Contract Time. If the Architect, when issuing his written order to proceed, denies, in whole or in part, the Contractor's claim, the Contractor shall proceed with the work without delay, subject to the Contractor's rights under M.G.L. Chapter 30, Section 39(J). If the Architect, when issuing his written order to proceed, instructs the Contractor to proceed with the work subject to a later determination by the Architect of the Contractor's right to extra payment or time, the Contractor shall proceed with the Work without delay or impact to the schedule.

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

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

12.3 MINOR CHANGES IN THE WORK

12.3.1 The Architect shall have the authority to order minor changes in the Work that do not involve an adjustment in the Contract Sum or an extension of the Contract Time, and are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly without delay or impact to the schedule.

12.4 EQUITABLE ADJUSTMENTS

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

1. fixed price basis, provided that the price shall be inclusive of items 3(a) through 3(d), below, and shall be computed in accordance with those provisions.
2. estimated lump sum basis to be adjusted in accordance with Contract unit prices, or other agreed upon unit prices, provided that the unit prices shall be inclusive of all costs related to such equitable adjustments.
3. time and materials basis, based upon a not to exceed, predetermined upset amount to be subsequently adjusted on the basis of actual costs comprised of items (a) through (d) below:
   a. the costs at prevailing rates for direct labor, material and use of equipment;
   b. plus, the costs of 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 in accordance with the Contract Documents, appropriate Change Order shall charge the cost of uncovering and replacement charged to the Owner. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Owner or a separate contractor as provided in Article 6, in which event the Owner shall be responsible.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and

whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Architect's additional services made necessary thereby and any costs, loss, or damages to the Owner resulting from such failure or defect.

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

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

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

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may upon ten (10) additional days written notice, sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Architect's additional services made necessary thereby. If such proceeds of sale do not cover all costs, which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

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

13.2.7 Nothing contained in this Article 13 shall be construed to establish a period of limitation with respect to any other obligation, which the Contractor might have under the Contract Documents, including Article 4 hereof. The establishment of the time period of one (1) year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

END OF SECTION

SUPPLEMENTARY GENERAL CONDITIONS – PART I

STATUTORY PROVISIONS FOR MASSACHUSETTS

PUBLIC CONSTRUCTION CONTRACTS

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:

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

1.1.2 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.

1.1.3 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.

1.2.1 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.

1.2.2 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:

1.3.1 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.

1.3.2 That the specified deviation does not materially injure the project as a whole.

1.3.3 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

1.3.4 That the deviation is in the best interest of the awarding authority.

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

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

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

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

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

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

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

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

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

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

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

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

place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

1.8.2 The awarding authority may make changes in any periodic estimate submitted by the Contractor, and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter.

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

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

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

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

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

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

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

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

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

1.9.5 Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance, a final estimate for the quantity and price of the work done and all retainage on that work less the payments made to date, unless the awarding authority's inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and sends to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final

estimate to the contractor for acceptance or the date of payment therefor, whichever occurs first, provided that the awarding authority's inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

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

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

1.9.8 Substantial completion, for the purpose of this section 1.9, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract.

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

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

1.10.2 Not later than the sixty-fifth day after each Subcontractor substantially completes the work in accordance with the plans and specifications, the entire balance due under the subcontract, less amounts retained by the awarding authority as the estimated cost of completing the incomplete and

unsatisfactory items of work, shall be due the Subcontractor; and the awarding authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Subcontractor the full amount received from the awarding authority, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the Subcontractor by the General Contractor.

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

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

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

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

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

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

1.10.9 If the Subcontractor does not receive payment as provided in Subparagraph 1.10.1 or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Subcontractor and the Subcontractor does not receive payment for same when due less the deductions provided for in Subparagraph 1.10.1, the Subcontractor may demand direct payment by following the procedure in Subparagraph 1.10.4 and the General Contractor may file a sworn reply as provided in that same Subparagraph. A demand made after the first day of the month following that for which the Subcontractor performed or furnished the labor and materials for which the Subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contractor. Thereafter the awarding authority shall proceed as provided in Subparagraphs 1.10.5, 1.10.6, 1.10.7 and 1.10.8.

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

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

1.10.12 A General Contractor or a Subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposited as provided in Subparagraph 1.1.6 by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A Subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in Subparagraph 1.10.6 by a petition in equity in the superior court against the awarding authority and the Contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. M.G.L. Chapter 231, Sections 59 and 59B shall apply to such petitions. The Court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to Sections 59 and 59B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any Subcontractor with the petition of one or more Subcontractors or the same general contract unless the court finds that a substantial portion of the

evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a Subcontractor filing a demand for direct payment for which no funds due the Contractor are available for direct payment shall have a right to file a petition in a court of equity against the awarding authority claiming a demand for direct payment is premature, and such Subcontractor must file the petition before the awarding authority has made a direct payment to the Subcontractor and has made a deposit of the disputed portion as provided in part (iii) of Subparagraph 1.10.5 and in Subparagraph 1.10.6.

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

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

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

ARTICLE 2 - WAGES AND EMPLOYMENT PRACTICES

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

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

2.1.2 The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the Commissioner as hereinafter provided; provided that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided further, that where the same public

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

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

2.2.1 The commissioner shall prepare, for the use of such public officials or public bodies whose duty it shall be to cause public works to be constructed, a list of the several jobs usually performed on various types of public works upon which mechanics and apprentices, teamsters, chauffeurs and laborers are employed, including the transportation of gravel or fill to the site of said public works or the removal of surplus gravel or fill from such site. The commissioner shall classify said jobs, and he may revise such classification from time to time, as he may deem advisable. Prior to awarding a contract for the construction of public works, said public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed, and shall request the commissioner to determine the rate of wages to be paid on each job. Each year after the awarding of the contract, the public official or public body shall submit to the commissioner a list of the jobs upon which mechanics and apprentices and laborers are to be employed and shall request that the commissioner update the determination of the rate of wages to be paid on each job. The general contractor shall annually obtain updated rates from the public official or public body and no contractor or subcontractor shall pay less than the rates so established. Said rates shall apply to all persons engaged in transporting gravel or fill to the site of said public works or removing gravel or fill from such site, regardless of whether such persons are employed by a contractor or subcontractor or are independent contractors or owner-operators. The commissioner, subject to the provisions of Section 2.1, shall proceed forthwith to determine the same, and shall furnish said official or public body with a schedule of such rate or rates of wages as soon as said determination shall have been made. In advertising or calling for bids for said works, the awarding official or public body shall incorporate said schedule in the advertisement or call for bids by an appropriate reference thereto, and shall furnish a copy of said schedule, without cost, to any person requesting the same. Said schedule shall be made a part of the contract for said works and shall continue to be the minimum rate or rates of wages for said employees during the life of the contract. Any person engaged in the construction of said works shall cause a legible copy of said schedule and subsequent updates to be kept posted in a conspicuous place at the site of said works during the life of the contract. An apprentice performing work on a project subject to this section shall maintain in his possession an apprentice identification card issued pursuant to section M.G.L. Chapter 23, Section 11W. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said Section 2.1, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such

works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction. Whoever shall pay less than said rate or rates of wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, on said works to any person performing work within classifications as determined by the commissioner, and whoever, for himself, or as representative, agent or officer of another, shall take or receive for his own use or the use of any other person, as a rebate, refund or gratuity, or in any other guise, any part or portion of the wages, including payments to health and welfare funds and pension funds, or the equivalent payment in wages, paid to any such person for work done or service rendered on said public works, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C. The president and treasurer of a corporation and any officers or agents having the management of such corporation shall also be deemed to be employers of the employees of any corporation within the meaning of Sections 2.1 to 2.3, inclusive. Offers of restitution or payment of restitution shall not be considered in imposing such punishment.

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

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

Every Contractor, Subcontractor or public body engaged in said public works to which Paragraph 2.3 of these Supplementary General Conditions applies shall keep a true and accurate records of all mechanics and apprentices, teamsters, chauffeurs and laborers employed thereon, showing the name, address and occupational classification of each such employee on said works, and hours worked by, and wages paid to, each such employee, and shall promptly furnish to the Attorney General or his representative, upon his request, a copy of said record, signed by the employer or his authorized agent under the penalties of perjury. For every week in which an apprentice is employed by a contractor, subcontractor or public body subject to this section, a photocopy of the apprentice’s apprentice

identification card, issued pursuant to M.G.L. Chapter 23, Section 11W, shall be attached to the records submitted under this section. Such records shall be open to inspection by any authorized representative of the department at any reasonable time, and as often as may be necessary. Every contractor and subcontractor required to keep such a record shall submit a copy of said record to the awarding authority directly and on a weekly basis.

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

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

STATEMENT OF COMPLIANCE

I, _____

(Name of signatory party) (Title)

do hereby state:

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

_____

(Contractor, Subcontractor or public body)

on the _____ and that all mechanics

(building or project)

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

Signature: _____

Title: _____

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

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

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

Whoever pays less than said rates of wages, including payments to health and welfare funds, or the equivalent in wages, on said works, and whoever accepts for his own use, or for the use of any other person, as a rebate, gratuity or in any other guise, any part or portion of said wages or health and welfare funds, shall have violated this section and shall be punished or shall be subject to a civil citation or order as provided in M.G.L. Chapter 149, Section 27C.

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

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

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

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

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

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

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

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

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

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

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

Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested, shall be a sufficient notice. An affidavit of any officer, agent or employee of the insurer or of the insured, as the case may be, duly authorized for the purpose, that he has so sent such notice addressed as aforesaid shall be prima facie evidence of the sending thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of any such contractor. The superior court shall have jurisdiction in equity to enforce this section.

Whoever violates any provision of this section shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the commonwealth or any political subdivision thereof, for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

ARTICLE 3 - CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS

3.1 (Statutory reference: M.G.L. Chapter 30, Section 39R)

This Article 3 applies to "Contracts" and "Contractors", as defined in Subparagraph 3.1.1 and 3.1.2, below.

3.1.1 "Contractor" means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to Sections 38A 1/2 to 38O, inclusive, of Chapter 7, Section 39M of Chapter 30, Sections 44A-44J, inclusive, of Chapter 149, or Section 11C of Chapter 25A which is

for an amount or estimated amount that exceeds the dollar amount set forth in M.G.L. Chapter 30, Section 39R.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3.1 Transactions are executed in accordance with management's general and specific authorization.

3.3.2 Transactions are recorded as necessary:

3.3.2.1 to permit preparation of financial statements in conformity with generally accepted accounting principles.

3.3.2.2 to maintain accountability for assets.

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

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.

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.

4.6.1 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.

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

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

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

4.6.2.3 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.

4.6.2.4 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.

4.6.3 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 **NOT** apply to the Worcester Redevelopment Authority for the construction, reconstruction, installation, demolition, maintenance or repair of any building, where the contract amount is more than one hundred thousand dollars when being funded, or reimbursed, in whole or in part by the Federal Transportation Authority.

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.

4.8.1 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.

4.8.2 Emergency work permits may be issued in:

4.8.2.1 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,

4.8.2.2 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.

4.8.3 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.

4.8.4 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.

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

4.8.6 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.

4.8.7 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."

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

4.8.9 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.

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

4.8.11 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.

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

END OF SECTION

SECTION 00 73 43

PREVAILING WAGE RATES

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

A. All the Contract Documents, including Drawings, General Conditions, Supplementary Conditions, and all Sections of Division 01 - General Requirements, apply to the Work of this Section.

1.02 SUMMARY

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

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

1. Section 00 21 13 – Instruction to Bidders

C. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as indicated in Supplementary Conditions section 00 30 00, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such work who does not make payments to a health and welfare plan, a pension plan and supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction.

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

1. When work is not performed; indicate on the form the corresponding week ending dates and post “NO WORK PERFORMED” conspicuously on the front of said form.
2. Weekly reports shall be required until the contractor executes and furnishes to the City of Worcester, Purchasing Division, a “*Davis-Bacon and Related Acts Weekly Certified Payroll Form”* (included in Exhibit A to the Owner – Contractor Agreement) with box checked for “*Submission of Final DBRA Certified Payroll Form*”. SUBMIT TO:

   City of Worcester, Purchasing Division, Room 201, 455 Main Street, Worcester, MA 01608, 508-799-1174, Or (preferably), Sent electronically to: certifiedpayrollrecords@worcesterma.gov.

1.03 SAMPLE FORMS

A. Form(s) are included in Exhibit A of the Owner Contractor Agreement. Final form and format shall be as approved by the Contract Compliance Office.

THE MASSACHUSETTS PREVAILING WAGE LAW

(MGL. c149, §§26-27H)

AN IMPORTANT GUIDE FOR CONTRACTORS DOING PUBLIC WORKS PROJECTS IN MASSACHUSETTS

PREVAILING WAGE SCHEDULES

Every contractor should obtain a schedule of prevailing wage rates for every public works project from the Awarding Authority (city, town, county, district, state agency or authority). It is the awarding authority's responsibility to ensure that a copy of the wage schedule is provided to all contractors from whom estimates or bids are solicited for all projects. The Department of Labor and Industries (DLl) will not issue wage schedules directly to contractors or employees.

Once a wage schedule has been issued for a project by DLI, it will remain in effect for the entire project. Appeals of wage determinations or classifications of employment may be made to the DLI commissioner.

A copy of the wage schedule is required to be posted at the work site.

A wage schedule issued for a project may not be used on any other project. If, by chance, an Awarding Authority fails to provide you with a wage schedule to use when figuring your bid, do not use one you may have from another project.

In this case, you should contact DLI immediately and urge the awarding authority to contact DLI to correct the oversight.

The failure of an Awarding Authority to provide a wage schedule does not excuse a contractor from paying the prevailing rate.

BIDDING

The Attorney General's Division of Fair Labor & Business Practices enforces the prevailing wage law. All bids must reflect prevailing wage rates. Contractors may be required by an Awarding Authority to "demonstrate ... how (they) could complete the project and comply with Mass. Gen. Laws." The Division issued an "Advisory" discussing these and other points. For a copy, please contact the Attorney General's Office.

PAYING EMPLOYEES

Prevailing wages must be paid to all employees on public works projects regardless of whether they are employed by the general contractor, a filed sub-bidder or any sub-contractor. The prevailing wage applies equally to unionized and non-unionized workers.

All employees who perform work on a public works project must be paid hourly according to the wage schedule issued for the particular project.

The wage schedule issued for each project is in effect for the duration of that project. All wage increases listed on the schedule must be paid on the specified dates.

Employers are limited in the deductions that can be made from the hourly rate (represented as the "total rate" on the wage schedules). Only contributions to the following plans may be deducted:

1 Health Plan

2 Pension

3 Supplementary Unemployment

All contributions must be made to bona fide plans.

If an employer contributes to any, or all, of the above plans, it may deduct the hourly amount contributed from the "total rate." If the employer does not contribute to any of the benefit plans listed above, then the employee's hourly rate of pay will be the "total rate" from the wage schedule.

All other deductions, including and not limited to the following, from the wage schedule.

All other deductions, including and not limited to the following, may not be subtracted from the employee's hourly wage rate:

1 Vacation Time

2 Sick Time

3 Training Funds

4 Charitable Contributions

5 Worker's Compensation

6 Unemployment Insurance

7 Uniforms

Overtime, which must be paid to all employees who work more than 40 hours per week, shall be at least time-and-one-half the base rate ("total rate" less benefits, if any).

Any "separate check" given to an employee as the "benefit portion" of the prevailing wage may not be treated differently than the check for "base wages." All "separate checks" are considered wages and subject to state and federal taxes, unemployment insurance, and worker's compensation requirements.

PAYROLL RECORDS

Employers are required to submit weekly-certified payroll reports to the Awarding Authority and keep them on file for three (3) years. A reporting form is sent along with each wage schedule that may be used. Each report must contain at least: the employee's name, address, occupational classification, hours worked and wages paid. Do not submit weekly payroll reports to DLI.

APPRENTICES

If your company employs apprentices, they must be registered with the Division of Apprentice Training. All persons not registered with DAT must be paid the "total rate" listed on the wage schedule. An apprentice sheet showing percentages based on the apprentice steps is included with all wage schedules.

PENALTIES

Failure to pay the prevailing wage subjects the contractor to potential civil and criminal liability.

Wage schedules are issued by:

MA Dept. of Labor & Industries
100 Cambridge St., 11th Fl.
Boston, MA 02202
(617) 727-3492

Enforcement is carried out by:

Office of the Attorney General,
Fair Labor & Business Practices Div.
100 Cambridge St., 11th Fl.
Boston, MA 02202
(617) 727-3477

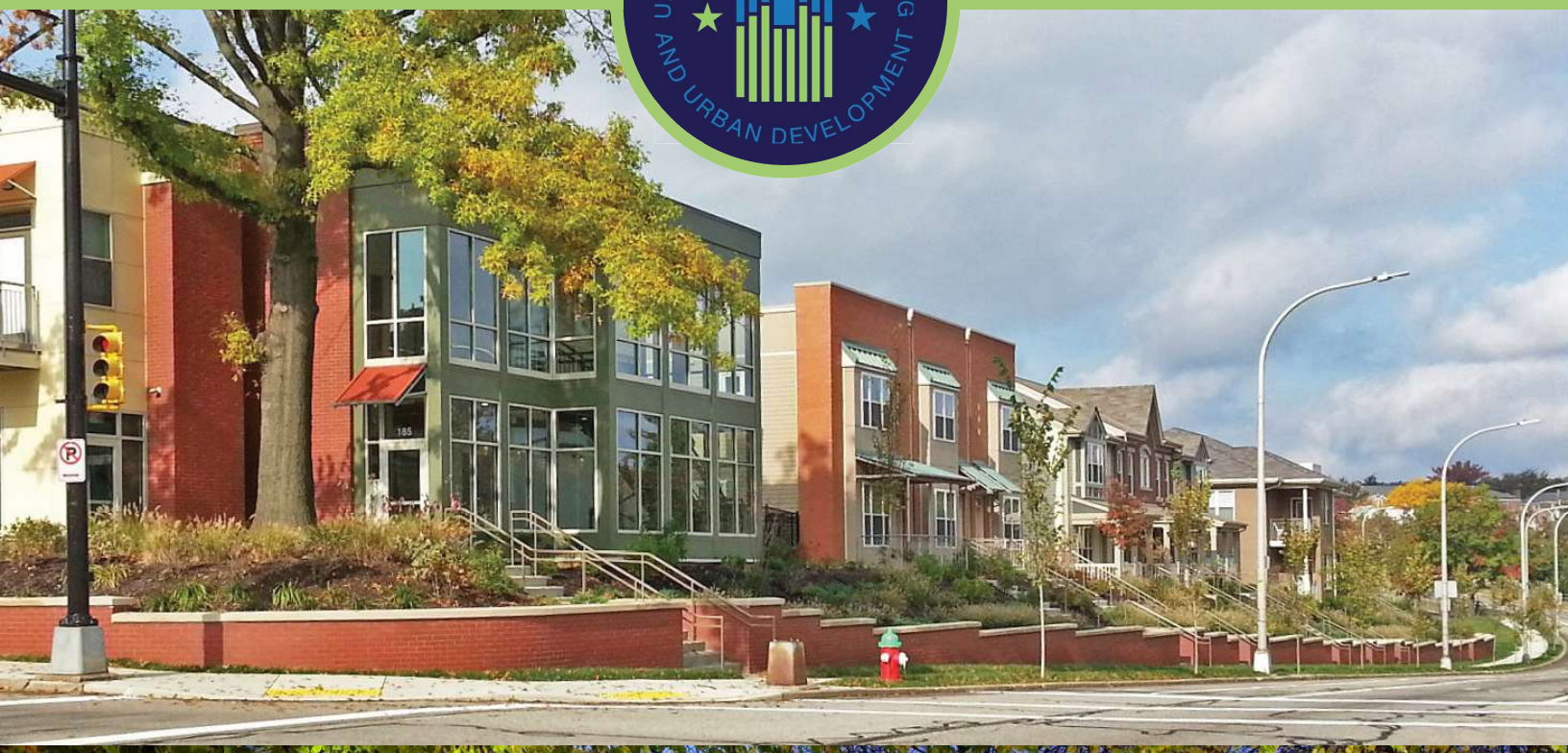
PART 1 - PRODUCTS (Not Used)

PART 2 - EXECUTION (Not Used)

END OF SECTION

Davis Bacon & MA Prevailing Wage Rates & Forms

See next page(s).





DAVIS-BACON AND LABOR STANDARDS

AGENCY/CONTRACTOR GUIDE

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INTRODUCTION

This Guide has been developed as part of HUD's communications strategy with its approximately 5,000 client agencies, and contractors performing work on construction projects that are assisted by the U.S. Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. While the guidance contained in this Guide is generally applicable to any Davis-Bacon-covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

This Guide has been designed to help agencies develop organizational and administrative policies that will enable them to meet labor standards contractual responsibilities in the administration of HUD-assisted programs as efficiently as possible. It is also useful as a training tool and a ready reference for compliance staff. Further, it may be used by contractors to provide further background. While this Guide is intended to address numerous situations, it was not written to cover every possible labor standards issue. If there is a labor standards issue not addressed in this Guide, please contact your local HUD Labor Standards Specialist (LSS). Throughout this Guide, the acronym "LCA" or "LCAs" shall mean state, tribal, and local agencies.

This Guide also provides information to assist with Davis-Bacon labor standards compliance. HUD's Office of Davis-Bacon and Labor Standards worked with the U.S. Department of Labor's Wage and Hour Division to ensure that the labor standards provisions required to be incorporated in Davis-Bacon contracts and the specifics of complying with them represent the latest information. The U.S. Department of Labor (DOL) has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

This Guide contains five main chapters. The first chapter includes basic DBA definitions that affect every Davis-Bacon-covered project. The second chapter lists the responsibilities of state, tribal, and local contracting agencies that administer HUD programs. The third chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The fourth chapter describes LCA flexibility for labor standards responsibilities. The fifth and final chapter discusses payroll compliance reviews and corrections.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the pur¬pose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. If you need assistance in determining whether Davis-Bacon wage rates apply to a project or if you need other related technical assistance, please contact the HUD Labor Standards Field staff for your area. If you do not know which staff to contact, a list of Labor Standards field offices with their geographic areas, telephone numbers and email addresses are located on HUD's Home Page at the address below.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online:
www.hud.gov/program_offices/davis_bacon_and_labor_standards



KEY LABOR STANDARDS OBJECTIVES OF THE GUIDE

The Office of Davis-Bacon and Labor Standards has identified five Key Labor Standards Objectives—the basics of what must be accomplished in order to protect workers' rights. We also identified all the policies, procedures, and paperwork at our disposal—what we do ourselves and what we impose on contractors. HUD eliminated superfluous requirements and will not institute policies, procedures, or paperwork that is not required by statute or regulation, or that does not contribute to one or more of the Key Objectives.

Apply Davis-Bacon requirements properly

Make certain that labor standards, including Davis-Bacon prevailing wage rates, are applied where required. Ensure that any exemptions or exceptions are identified.

Through education and advice, support contractor compliance with labor standards

Provide basic training and technical support to contractors to ensure that they understand their obligations under prevailing wage and reporting requirements.

Monitor contractor performance

Perform reviews of certified payroll submissions and other information to help ensure contractor compliance with labor standards provisions and the payment of prevailing wages to workers.

Investigate probable violations and complaints of underpayment

Thoroughly explore any evidence of violations, especially allegations of underpayment.

Pursue debarment and other available sanctions against repeat labor standards violators

Carry out a zero tolerance policy toward contractors who violate prevailing wage laws.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.



BASIC DBA DEFINITIONS

There are several compliance principles, definitions, and interpretations that affect every Davis-Bacon-covered project.

Responsibilities of employers

All employers (contractors, subcontractors, and any lower-tier subcontractors) are required to pay all laborers and mechanics employed or working on the site of the work unconditionally and not less often than once per week the full amount of wages and bona fide fringe benefits computed at rates not less than those contained in the wage decision. Employers must prepare, certify, and submit weekly payroll reports reflecting all the laborers and mechanics (employees) engaged in construction on the site of the work. Employers may also be required to submit related documentation in order to demonstrate compliance.

Responsibilities of the principal (prime) contractor

The principal contractor (also referred to as the "prime contractor") is responsible for the full compliance of all employers (itself, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project.

Prime contractor

The principal contractor.

Subcontractor

All subcontractors and lower-tier subcontractors.

Employer

Any contractor, subcontractor, or lower-tier subcontractor that has engaged the services of laborers or mechanics on the project.

To make this Guide easier to understand, the term "prime contractor" will mean the principal contractor; "subcontractor" will mean all subcontractors including lower-tier subcontractors; and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

Laborers and mechanics

Those individuals whose duties are manual or physical in nature, including workers who are performing the work of a trade (e.g., electrician). "Laborers" and "mechanics" include apprentices, trainees, helpers, and, for contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), watchmen and guards.

Working foremen

Foremen or supervisors that perform construction work and devote more than 20% of their time as a laborer or mechanic are treated, for labor standards purposes, as "laborers" or "mechanics" for their time spent working as a laborer or mechanic.

Exclusions

Persons whose duties are primarily administrative, managerial, or clerical are not laborers or mechanics.

Employee

Every person who performs the work of a laborer or mechanic is "employed" regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such person.

Working subcontractors

Persons who perform the work of laborers or mechanics and who represent themselves to be owners of businesses, sole proprietors, or self-employed are not exempt from prevailing wage requirements. These laborers and mechanics are "employed" and are entitled to the prevailing wage for the type of work they perform, and must be reported on the payroll report for their craft, hours of work, and wages paid. For additional information, see LR-96-01, Labor Standards for Self-Employed Laborers and Mechanics.



Administrative allowances

HUD permits administrative allowances concerning payroll reporting and certification requirements relating to the following:

- Owners of Businesses Working with Their Crew
- Owner/Operators of Power Equipment
- Owner/Operators of Trucks

Apprentice

A person employed and individually registered in a bona fide apprenticeship program. Bona fide programs are those that have been registered with DOL, Employment and Training Administration, Office of Apprenticeship, or with a DOL-recognized State Apprenticeship Agency (SAA). (Note that an SAA must also partner with a State Apprenticeship Council (SAC). The SAC must consist of an equal number of representatives of employer and employee organizations.)

Probationary apprentice

A person in the first 90 days of probationary employment as an apprentice in a bona fide apprenticeship program but who has not yet been formally registered in such program may be considered an "apprentice" provided that DOL or SAC has certified that such person is eligible for probationary employment as an apprentice.

Pre-apprentice

A person who is employed as a "pre-apprentice"—that is, in a preparatory position which may result in registration in an apprenticeship program—is not considered to be an "apprentice."

Trainee

A person registered and receiving on-the-job training in a construction occupation pursuant to a training program approved in advance by the Office of Apprenticeship Training.

Prevailing wages or wage rates

Davis-Bacon prevailing wage rates generally appear as a basic hourly rate plus fringe benefits, if any. "Prevailing wage" is made up of two interchangeable components: the basic hourly wage, and fringe benefits. The total of the basic hourly wage and fringe benefits comprises the "prevailing wage" obligation. This obligation may be met by any combination of cash wages and creditable "bona fide" fringe benefits provided by the employer. For example:

The Davis-Bacon wage decision requires:

Basic Hourly Rate	$10.00
Fringe Benefits	$1.00
Total Prevailing Wage	$11.00

Employers may comply by paying:

1. $11.00 in cash wages;
2. $10.00 plus $1.00 in bona fide fringe benefits; or
3. Any combination of wages and benefits that totals $11.00 per hour.



Piece rate/piece work employees

Employees whose earnings are calculated by the amount of work produced (rather than hours worked) must receive no less than the applicable DBRA/MWD (Davis-Bacon and Related Acts/Maintenance Wage Determination) wage rate based upon the hours of work performed. The employer must divide the piece rate earnings by the actual hours worked to determine the "effective" hourly rate. The effective hourly rate must be calculated for each week's earnings and must be no less than the applicable prevailing wage rate. It does not matter whether the effective hourly rate changes from week to week as long as the result is at least as much as the prevailing wage rate. If the effective hourly rate is less than the applicable prevailing wage rate, the employee must be compensated at the prevailing wage rate for all hours worked.

Fringe benefits

Fringe benefits may include:

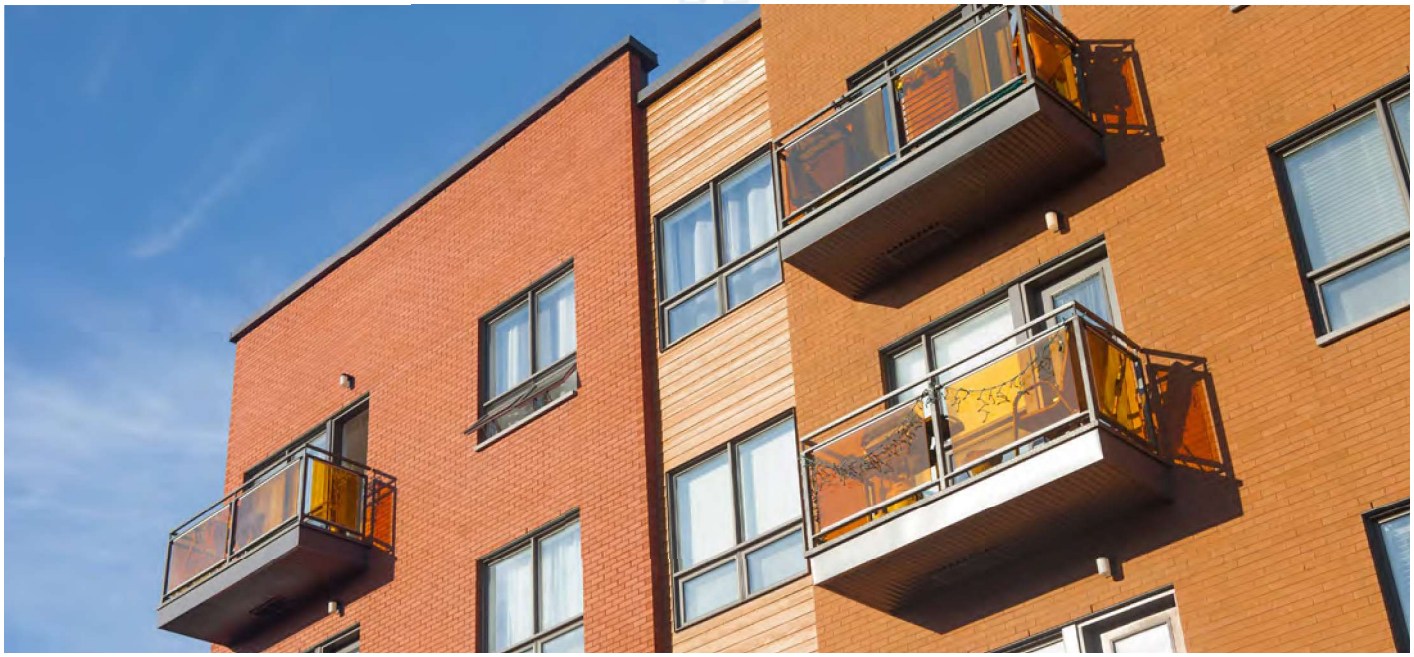
- Sick, vacation, or holiday pay;
- Costs to defray expenses of apprenticeship or similar programs;
- Medical or hospital care;
- Supplemental unemployment benefits;
- Life insurance;
- Pensions on retirement or death;
- Compensation for injuries or illness resulting from occupational activity;
- Other bona fide fringe benefits; or
- Insurance to provide any of the above.

MORE INFO

In addition, fringe benefits may reflect the rate of costs to the employer that may be reasonably anticipated in providing bona fide fringe benefits pursuant to an enforceable commitment to carry out a financially responsible program.

MORE INFO

Fringe benefits do not include employer contributions or pay ments required by other federal, state, or local law, such as FICA (Federal Insurance Contributions Act), workers' compensation, or unemployment compensation.



Overtime

Overtime (O/T) hours are defined as all hours worked in excess of 40 hours in any workweek. Where governed by Federal labor standards, O/T hours shall be compensated at not less than one and one-half times the regular rate of basic pay plus the straight-time (S/T) rate of any required fringe benefits.

Deductions

The employer may make payroll deductions as permitted by DOL regulations in 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick back" any of their earnings. Deductions may include employee obligations for income taxes, Social Security payments, insurance premiums, retirement contributions, savings accounts, and any other legally permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee (which will require documentation).

Site of work

The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed. "Site of work" includes other adjacent or nearby properties used by the contractor/subcontractor in the construction of the project (e.g., fabrication sites) provided they are dedicated exclusively or nearly so to the performance of the contract or project, and are so located in proximity to the actual construction location that it would be reasonable to include them.

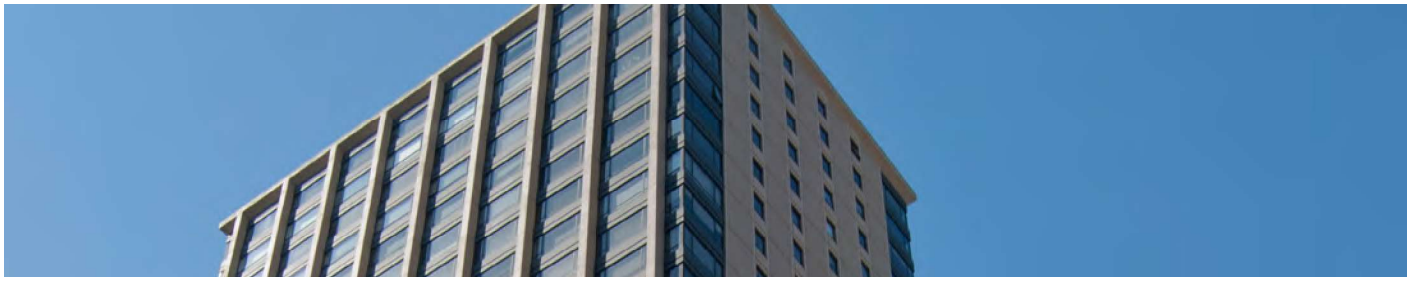
Proper designation of trade

Each laborer and mechanic shall be classified in accordance with the work classifications listed on the wage decision and the actual type of work they perform and shall be paid the appropriate wage rate and fringe benefits for the classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for carpenters even if they aren't considered by the employer to be fully trained as a carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

Split classification

Laborers and mechanics that perform work in more than one classification may be compensated at the rate specified for each classification provided that the employer maintains time records that accurately set forth the time spent in each classification in which the work was performed. If accurate time records are not maintained, the employee shall be compensated at the highest of all wage rates for the classifications in which work was performed.





LCA RESPONSIBILITIES

State, tribal, and local contracting agencies (LCAs) that administer HUD programs agree to administer and enforce Davis-Bacon requirements as a condition for receiving HUD program assistance. LCAs have the following responsibilities:

1. Designate appropriate staff (e.g., a Contract Administrator) before the start of construction to ensure compliance with all applicable labor standards requirements and to act for and in liaison with HUD. Provide the name(s) of the staff to the appropriate HUD Field Office of Davis-Bacon and Labor Standards.

2. Establish a construction contract management system that meets the standards of 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Ensure that all bid documents, contracts, and subcontracts contain the applicable Davis-Bacon wage decision and Federal labor standards provisions.

4. Ensure that no contract is awarded to a contractor that is ineligible (e.g., debarred) for Federally-assisted work.

5. Conduct on-site inspections including interviews with laborers and mechanics employed on the construction project. Ensure that the applicable Davis-Bacon wage decision, DOL's Davis-Bacon poster (Form WH-1321), and additional classifications are displayed at the job site.

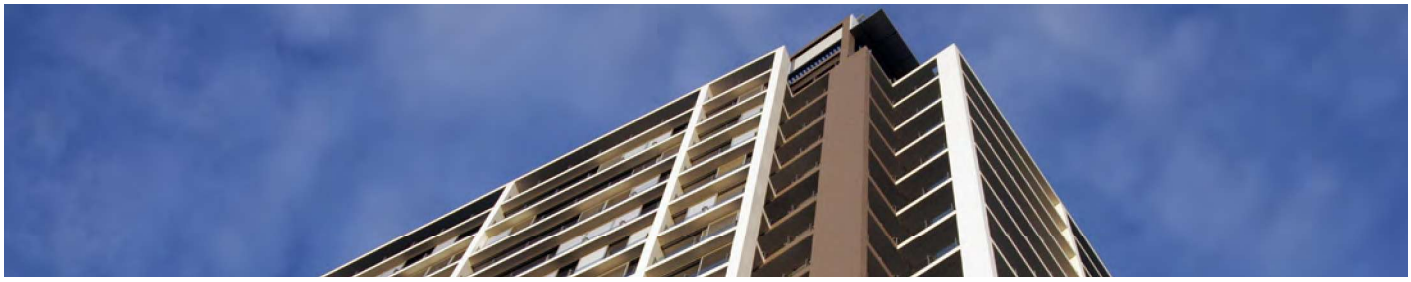
6. Review certified payroll reports (CPRs) and related documentation. Identify any discrepancies and/or violations. Ensure that any needed corrections are made promptly, including the payment of wage restitution as needed, and the assessment and collection of liquidated damages, as appropriate.

7. Maintain full documentation of Federal labor standards administration and enforcement activities.

8. Refer potential criminal or complex enforcement actions to HUD, in addition to CWHSSA liquidated damages assessments for O/T violations and debarment recommendations.

9. Comply with all HUD requirements concerning statutory, program, and/or other requirements.

10. Prepare Federal labor standards enforcement reports as required in DOL regulations (29 CFR Part 5, § 5.7).



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The DBA, enacted in 1931, applies to contracts in excess of $2,000 for construction, alteration, and/or repair of public buildings or public works, including painting and decorating, to which the United States or the District of Columbia is a party. This type of applicability is referred to as direct Davis-Bacon Act or DBA coverage. An example of DBA coverage is when HUD contracts directly for repairs to HUD-owned properties. HUD's Office of the Chief Procurement Officer manages these types of contracts. The DBA requires that the advertised specifications for such contracts contain a provision stating that the minimum wages to be paid to various classes of laborers and mechanics must be based upon the wages found to be prevailing by the Secretary of Labor.

Most HUD construction work is not covered by the DBA since HUD does not usually contract directly for construction work. Rather, Davis-Bacon wage rates apply to HUD programs because of prevailing wage requirements expressed in HUD "Related Acts" such as the U. S. Housing Act of 1937 and the Housing and Community Development Act of 1974, as amended. The Related Acts (referred to throughout this Guide as the Davis-Bacon and Related Acts or DBRA) are discussed further in Section 5.9.

The DBA includes provisions that:

1. Require the contractor or subcontractor to pay all mechanics and laborers at least once per week;
2. Prohibit contractors or subcontractors from taking deductions or rebates from wages earned by laborers and mechanics;
3. Require the contractor or subcontractor to pay Davis-Bacon wages to all laborers and mechanics employed on the site of the work regardless of their skill level, and regardless of any contractual relationship alleged to exist between the laborers and mechanics and the contractor or subcontractor;
4. Require the contractor or subcontractor to post the scale of wages to be paid (i.e., the applicable Davis-Bacon wage decision) in a prominent and accessible place at the work site;
5. Define prevailing wages to include fringe benefits;
6. Permit the withholding of payments due to the contractor on account of wage restitution that may be found due to the laborers and mechanics;
7. Permit the payment of wage restitution from amounts withheld from contract payments;
8. Permit the termination of the contract where it is found that any laborer or mechanic is underpaid; and
9. Permit the debarment of persons or firms found to have disregarded their obligations to employees and subcontractors.

The Contract Work Hours and Safety Standards Act (CWHSSA)

The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

CWHSSA O/T provisions do not apply to laborers and mechanics employed directly by PHAs or IHAs. However, O/T provisions generally apply to these workers under the Fair Labor Standards Act (FLSA). HUD does not have authority to enforce FLSA violations. Refer complaints of FLSA violations to DOL, Wage and Hour Division.

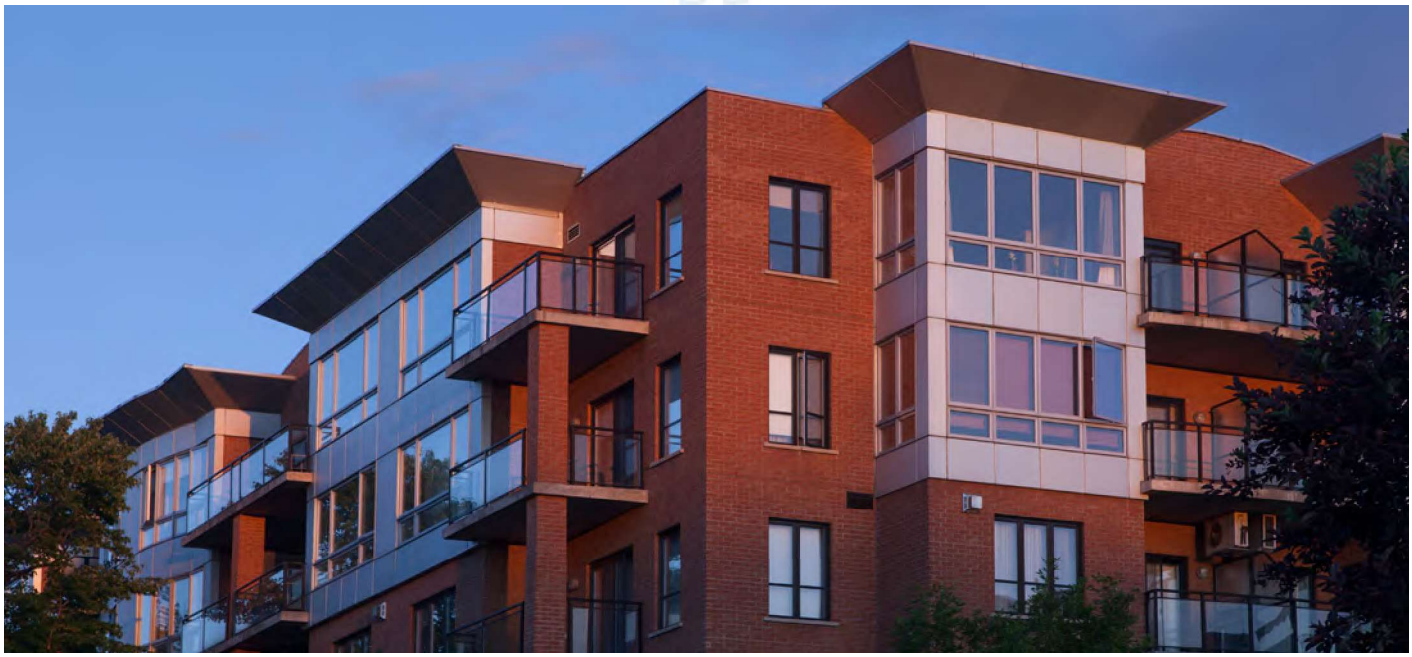
CWHSSA provides that all O/T hours (defined as hours worked in excess of 40 during any workweek on the CWHSSA-covered project site) must be compensated at a rate not less than one and one-half times the regular basic rate of pay. Where CWHSSA O/T provisions are applicable, compensatory time in lieu of premium pay for O/T hours is not permissible. In the event of O/T violations, the CWHSSA renders the contractor liable to the underpaid workers for wage restitution and to the United States Government for liquidated damages computed per person per day at a rate that DOL publishes annually. It is a federal criminal misdemeanor to intentionally violate CWHSSA standards.

Exemptions:

- CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.
- CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

RESOURCE

DOL posts current fines at:
https://www.dol.gov/whd/govcontracts/cwhssa.htm#cmp



The Copeland Act (Anti-Kickback Act)

The Copeland Act concerns three facets of prevailing wage compliance:

1. The "anti-kickback" provision prohibits contractors and subcontractors from inducing an employee working on a covered contract to give up any part of the compensation to which he or she is entitled. Violations are a criminal offense and are punishable by a $5,000 fine or imprisonment up to five years, or both.

2. Associated DOL regulations restrict payroll deductions to those that are permissible without DOL approval as explained at 29 CFR § 3.5; deductions that require advance DOL approval are explained at 29 CFR § 3.6.

3. The Act requires the submission of weekly CPRs accompanied by a Statement of Compliance by all contractors and subcontractors engaged in such construction, prosecution, completion, or repair. The willful falsification of a CPR or statement of compliance may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 3729 of Title 31 of the United States Code (USC), and may also be a cause for debarment.

Exemptions:

- Copeland Act CPR requirements are applicable only where Davis-Bacon (DBA or DBRA) prevailing wage provisions are applicable.
- Copeland Act anti-kickback provisions do not apply where the only federal assistance is a loan guarantee.



The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Portal-to-Portal Act (PA)

The PA applies to the DBA and prevents the commencement of any court suit for unpaid S/T wages more than two years after performance of the work (three years in the case of willful violations), where permissible under the law. However, DOL's position is that the PA does not apply to administrative actions initiated through Administrative Law Judge (ALJ) hearing procedures; thus, the PA does not preclude corrective administrative action after two (or three) years.

The PA does not apply to federally-assisted (DBRA) projects. Instead, the various State statutes of limitations apply to such projects in private actions where they are judicially determined to be permissible under the law. The Federal six-year statute of limitations applies in government enforcement actions.

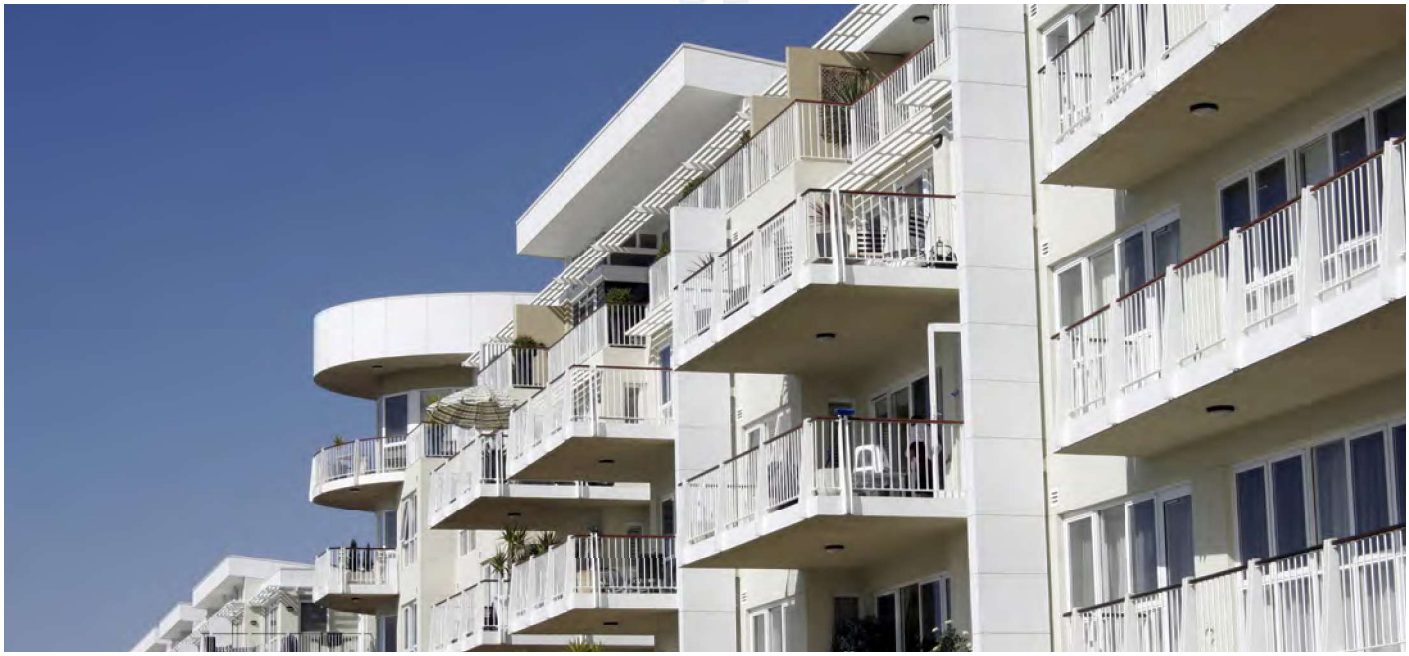
McNamara-O'Hara Service Contract Act (SCA)

The SCA governs maintenance and other service work and applies when the Federal Government or the District of Columbia contracts directly for such services and the value of the contract exceeds $2,500. SCA coverage in HUD programs is limited because HUD infrequently enters into direct contracts for services in the administration of its programs. By way of example, however, a contract for maintenance service at an HUD-owned multifamily property would be covered by the SCA. Like DBA contracts, SCA contracts are managed under the auspices of HUD's Office of the Chief Procurement Officer. SCA enforcement authority resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29



Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

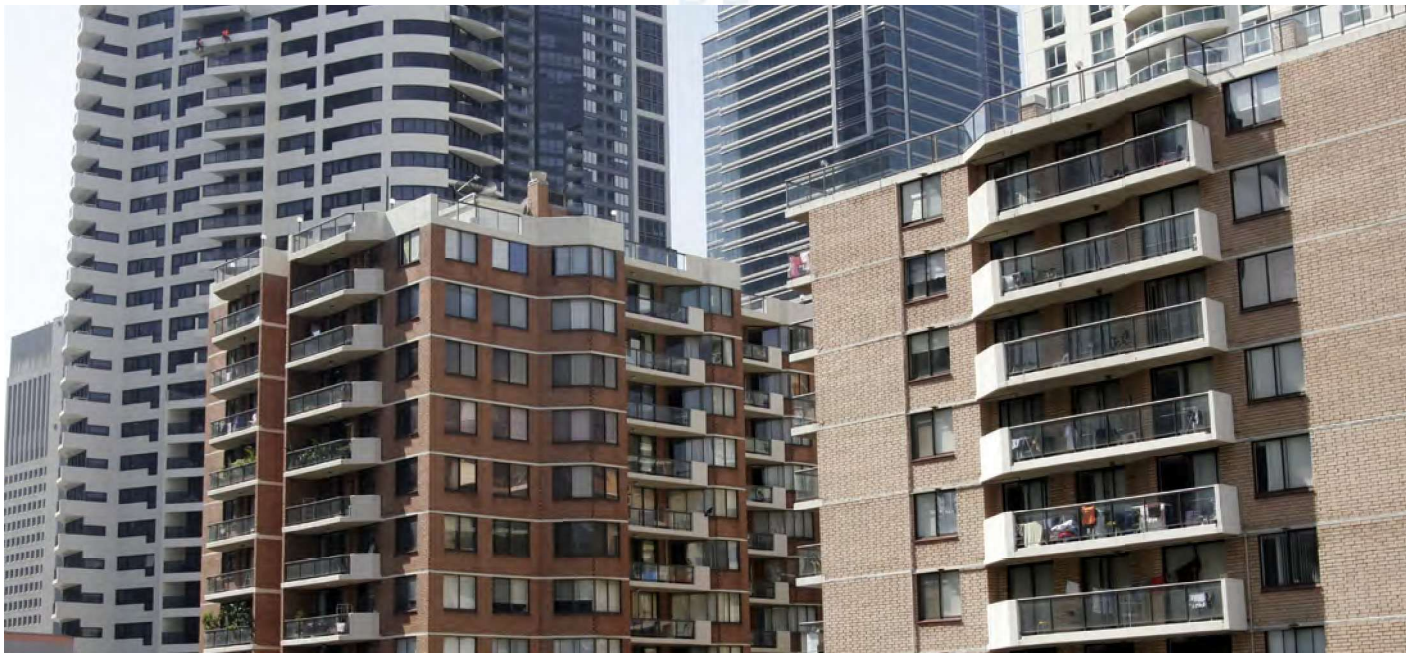
The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000).

The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.



Specific Davis-Bacon Related Act (statute) for the program involved

Related Acts are program statutes that contain provisions requiring compliance with the wages that the Secretary of Labor finds to be prevailing pursuant to the Davis-Bacon Act. These are commonly referred to as the Davis-Bacon and Related Acts or DBRA.

HUD Related Acts include (but are not limited to) the:

- National Housing Act;
- U. S. Housing Act of 1937;
- Housing and Community Development Act of 1974;
- National Affordable Housing Act of 1990; and
- Native American Housing Assistance and Self-determination Act of 1996, each as amended.

Many of the labor provisions in HUD Related Acts contain applicability thresholds based upon the number of dwelling units involved. Some thresholds are based upon the amount of HUD assistance or the use of HUD funds or assistance. In addition, most HUD Related Acts contain exemptions from prevailing wage coverage for bona-fide volunteers. It is important for DBLS and LCA staff to be familiar with the statutory provisions and how these are interpreted.

The labor provisions found in current HUD Related Acts are excerpted for reference in Appendix II-1 to this Guide. Applicability factors relating to specific HUD Related Acts are in Appendix II-6.

Labor Standards Letters

This special directives series is designed to provide current and thorough guidance on Davis-Bacon issues in HUD programs. Popular topics include Davis-Bacon applicability, and prevailing wage requirements concerning self-employed laborers and mechanics. Labor Standards Letters are available online at the Davis-Bacon and Labor Standards Library: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olr_lrl

HUD Guides

These Guides complement the guidance and instructions provided in HUD Handbook 1344.1, Federal Labor Standards Compliance in HUD Programs. These Guides are also available at the Davis-Bacon and Labor Standards Library.

Davis-Bacon Wage Decisions

The term “wage decision” includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term “wage decision” is used within this Guide to mean the Davis-Bacon wage decision. The terms “wage decision” and “wage determination” are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county



or group of counties, and four general characters of construction work.

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RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov

Character of work

There are four basic categories (or characters) of wage decisions based on the type of construction. DOL established these categories and provides details of each one in All Agency Memoranda Nos. 130 and 131. DOL provides further guidance in All Agency Memorandum 236, Prevailing Wage Resource Book, and Field Operations Handbook, Chapter 15. The four categories include:

1. **Residential:** Residential construction includes the construction, alteration, or repair of single-family houses or apartment buildings of no more than four stories in height. This typically includes all incidental items unless there is an established area practice to the contrary.

Incidental items are elements of a project whose function is to support the principal purpose and do not change the overall character of work. Examples of incidental items include sidewalks and handrails installed to support residential or building projects. While sidewalks intrinsically constitute "highway" construction, this element considered in conjunction with a residential or building project becomes incidental to the principal purpose of the construction and is subject to the same wage decision that applies to the principal purpose.



Character of work (continued)

2. **Building:** Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. This category includes buildings exceeding four stories in height that have housing units and buildings of four stories or less that do not have housing units. This category also includes incidental items such as grading, sidewalks, and utilities. Building examples include high-rise apartment buildings, nursing homes and convalescent facilities, community centers, fire stations, commercial buildings, parking garages, and dormitories.
3. **Highway:** Highway construction includes the construction, alteration, or repair of roads, streets, highways, alleys, parking areas, and other similar projects not incidental to the main category of construction, which is either residential or building for housing development projects.
4. **Heavy:** Heavy construction includes those projects that are not properly classified as "residential," "building," or "highway." Some examples include antenna towers, canals, landscaping, drainage and irrigation projects, permanent erosion control, storm sewers, and storage tanks.

General wage decisions

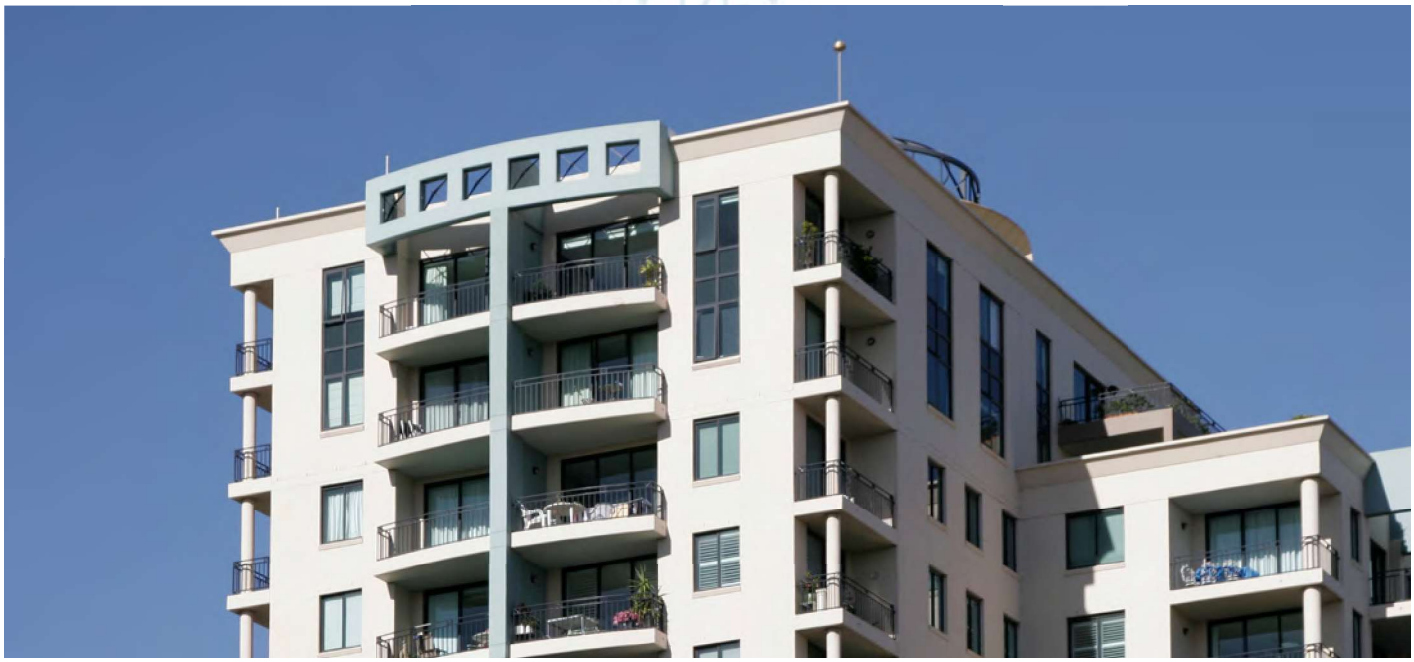
Most Davis-Bacon wage decisions are general wage decisions. DOL usually publishes these annually and may modify or supersede them throughout the year. LCAs and HUD Labor Standard Specialists (LSS) may use general wage decisions without advance notice or approval from DOL. Most Davis-Bacon wage decisions are available as published general wage decisions.

General wage decisions and project wage decisions may be modified from time to time to keep them current, correct errors, and for other purposes. Modifications may be limited to one or more particular work classifications and wage rates. Modifications are effective to a project if HUD or an LCA receives them, or if notice of the modification is published at www.sam.gov prior to the lock-in date. Modifications to a project wage decision expire on the same date as the original project wage decision. A modification to a general wage determination remains in effect until it is superseded by a subsequent modification, or the original general wage decision is superseded or cancelled.

Project wage decisions

If an appropriate wage decision (by location, character of work, or specific trade required) is not published in the general wage decisions, a project wage decision shall be requested from DOL. Project wage decisions are applicable only to the construction work specified on the request to DOL and listed on the front page of the wage decision. Project wage decisions are valid for 180 days from the date of original issuance by DOL. The issuance and expiration dates will be indicated on the front page of the wage decision. Like general wage decisions, project wage decisions may be modified.

A project wage decision may be applicable even though a general wage determination is published which covers the geographic location and character of work involved. For example: A project involves only roof replacement on a 4-story apartment building and the only classification needed for the entire contract is a roofer.



Project wage decisions (continued)

A general wage decision is published for residential construction in the county in which the project is located; however, the general wage decision does not include a roofer classification and wage rate. In this case, the general wage decision is not relevant to the roof replacement and a project wage decision may be requested from DOL.

RESOURCE

General wage decisions and modifications are available at www.sam.gov
This is the only online location endorsed by DOL. Project wage decisions must be requested on a case by case basis from DOL.

Project wage decisions, as needed

The LCA or LSS shall submit a completed SF-308, Request for Wage Determination And Response to Request, to the DOL National Office, allowing 30 days for receipt of the project wage decision from DOL.

Selecting the correct wage decision

The responsible contracting officer (also referred to as the contract administrator) selects and assigns wage decisions to specific contracts or projects. For HUD-administered projects (e.g., FHA-insured multifamily development), the responsible contracting officer is the LSS. In addition, the LSS provides technical support and oversight to LCAs administering HUD programs in selecting and assigning appropriate wage decisions. Determining wage decisions is dependent upon the geographic location and the character of work (Residential, Building, Highway, and/or Heavy) assigned to the project.

A request for additional classification and wage rates may be made only after contract award. The request must originate with the contractor/employer and must be submitted by the LCA to DOL.

MORE INFO

Conformances (additional classifications)
At times, the wage decision will not contain some of the work classification and wage rates that are needed for the construction work. In these cases, send a form SF 1444 to DOL at whd-cbaconformance_incoming@dol.gov



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Verify contractor eligibility

Once the LCA has selected the contractor to whom they wish to award the contract, the LCA must verify that the contractor is not ineligible (e.g., debarred) from participation in Federal programs. Only the eligibility of the prime contractor needs to be verified. The U.S. General Services Administration (GSA) maintains a list of ineligible contractors, which can be accessed online at www.sam.gov.

An additional classification and wage rate will be approved by DOL where:

1. The requested work classification is used in the area of the project by the construction industry;
2. The work that will be performed is not performed by a work classification already contained in the wage decision;
3. The proposed wage rate bears a reasonable relationship to the wage rates on the wage decision; and
4. The workers that will be employed in the requested work classification (if known) or the workers' representatives (if any) agree with the proposed wage rate.

Provide contractor training

The LCA must make certain that the contractor understands its responsibilities for Davis-Bacon compliance: The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. LCAs may also wish to provide formal training separate from the contracting process for contractors that are interested in performing work on HUD-assisted contracts and want to learn more about what is involved.





CONTRACTOR RESPONSIBILITIES

See Section 4 in the Contractor Addendum.

CONTRACT ADMINISTRATOR RESPONSIBILITIES

See Section 5 in the Contractor Addendum.

LCA FLEXIBILITY FOR LABOR STANDARDS RESPONSIBILITIES

While some aspects of labor standards administration are inflexible, such as which wage decision is applicable to a specific project, the following aspects are not. For these, HUD leaves the preference of how to achieve end results with the LCA.

LCAs may hold preconstruction conferences for labor standards purposes.

HUD acknowledges that there are many good reasons to hold a preconstruction conference (PCC), and these conferences are strongly encouraged in order to have the opportunity to discuss topics such as construction inspections, progress and contractor payment requirements, Section 3 employment and training, and other issues particular to the project. However, HUD has determined that the time and resources used to conduct and document PCCs for labor standards purposes do not yield measurably better results.

Many contractors have prior Davis-Bacon contract experience and have demonstrated successful performance. These contractors do not require the repetitive basic training that is provided at most PCCs. Contractors new to Davis-Bacon projects that understand the basic requirements and choose not to comply will likely not be persuaded to fully comply just because they attended a PCC.

LCAs may prepare Project Wage Rate Sheets

Some general wage decisions cover large areas (e.g., several counties or different characters of construction) and may contain wage rates that do not apply to the contract/project to which the wage decision applies. Such wage decisions can be difficult to decipher and confusing to contractors and subcontractors, and to the workers reviewing the wage decision to determine whether they are being paid correctly. For ease of reference for the LSS/LCA, the prime contractor and any subcontractors, and the workers, the LSS/LCA may prepare a form HUD-4720, Project Wage Rate Sheet, which should reflect the most commonly used work classifications and wage rates as contained in the wage decision applicable to the project. The Project Wage Rate Sheet should be prepared only after the wage decision has been "locked-in" by contract award or start of construction, as applicable. The Project Wage Rate Sheet does not replace the wage decision; it is only provided as a convenience. If there is a conflict between the Project Wage Rate Sheet and the wage decision, the wage decision prevails.

LCAs can prepare a Project Wage Rate Sheet for contracts using the onscreen fillable versions in either the HUD Forms or DBLS websites. HUD DBLS staff is available to provide assistance to LCAs in preparing Project Wage Rate Sheets. HUD strongly recommends incorporation of the full wage decision text into bid solicitations and contracts, either in hard copy or by specific reference.

LCAs may develop their own labor standards file system

HUD believes that LCAs can best determine how to maintain their files provided that certain minimum requirements are met. The minimum requirements include compliance with DOL regulations that certified payrolls and basic records relating to the payrolls be preserved for no less than three years after completion of the project and the resolution of any enforcement actions that may carry over after completion. In addition, the files must be maintained in such a way that the LCA can utilize them to demonstrate its own compliance with its labor standards administration and enforcement responsibilities. For example, the LCA must, at HUD's request, demonstrate how it has documented that the eligibility of the prime contractor was verified for each contract.

LCAs may target on-site interviews with laborers and mechanics

HUD is interested in using on-site interviews as a proactive enforcement tool rather than to meet a "representative sampling" quota. Instead of conducting interviews randomly for the sake of assembling a sample, LCAs are encouraged to target interviews to projects or groups of workers where violations are suspected or alleged. In this way, on-site interviews can be used to support a specific ongoing enforcement action. HUD realizes that this approach may mean that fewer on-site interviews may be conducted randomly; HUD considers targeting a far more efficient and effective means of utilizing on-site interview resources.

LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison

The goal: to detect falsification. HUD believes that serious violations involving underpaid workers and significant wage restitution may be overlooked because the contract administrator is overtasked with HUD-mandated payroll review minutiae. HUD recognizes that it is not possible to conduct payroll reviews in 100% of cases; therefore, it is not possible to identify and correct every discrepancy and underpayment. It is also the case that the violations disclosed behind falsified payrolls are much more egregious (both in terms of affected workers and the amount of underpayment) than violations that appear on the face of the payroll records. Accordingly, HUD has prioritized payroll reviews so that the objective is to detect falsification, and so that enforcement activities will yield the greatest impact. HUD has developed guidance on how to detect falsification through spot-checks and HUD-11 interview comparison. (See Willful Violations and Falsification Applicability in Appendix III-1.)



LCAS may limit payroll reviews to spot-checks and HUD-11 (Employee Interview Form) comparison (continued)

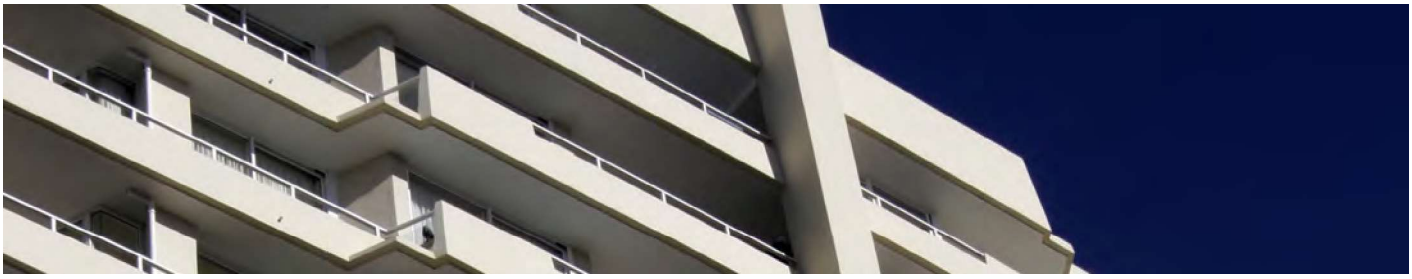
Routine payroll review results may be communicated to the prime contractor by telephone and documented with a record in the file. Many times, the types of deficiencies that come to the attention of the contract administrator can be handled more efficiently and just as effectively with good informal communication (e.g., a telephone call, email, etc.) with the employer/prime contractor rather than with formal letters. Examples of the types of issues that could easily be addressed informally—assuming the cooperation of both sides—include a missing payroll report or missing apprenticeship certificates, requests for employee authorizations for deductions, small underpayments that appear on the face of the payroll, and similar matters. With the prime contractor's cooperation, these matters can be disposed of quickly with a telephone call and a brief note to the contract file documenting the call. If the employer/prime contractor does not respond appropriately to this type of communication, it may be necessary to resort to more formal means.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.

www.hud.gov/program_offices/administration/hudclips/forms





FEDERAL LABOR STANDARDS COMPLIANCE CHECKLIST FOR DAVIS-BACON COVERED PROJECTS

RESOURCE

See LCA DBRA Checklist online at the link below:
https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/OLRLibrary

REVIEWING PAYROLLS

See Section 7 in the Contractor Addendum.

REPORTING PAYROLLS

See Section 8 in the Contractor Addendum.

PAYROLL COMPLIANCE REVIEWS AND CORRECTIONS

Compliance reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. DOL may also independently conduct its own reviews (see 10.2.2 in the Contractor Addendum). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. Contractors will be notified by the contract administrator if these reviews find any discrepancies or errors, and will be given instructions about what steps must be taken to correct any problems.

On-site interviews

Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative (or HUD or DOL representative). The interviews are confidential and the employees will be asked about the number of hours they work, the kind of work they perform, and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the ongoing work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator. Completed HUD-11s must be compared to the corresponding contractor and subcontractor certified payrolls to test and verify the accuracy of the payroll information.

RESOURCE

HUD 11 forms are available online in English and in Spanish in a fillable format via the HUD Forms website (www.hud.gov/program_offices/administration/hudclips/forms) and at the DBLS website (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

Project payroll reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification, and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed, that employees are paid no less than the wage rate for the work classification shown, that apprentice and trainee certifications are submitted (where needed), that employee or other authorizations for other deductions are submitted (where needed), etc. Contract administrators should be particularly alert for indications of payroll falsification—misinformation on payrolls to conceal underpayments. Falsification on payrolls indicates that a contractor or subcontractor is aware of its obligations, is knowingly underpaying its employees, and is attempting to avoid detection of the violations. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Typical payroll errors and required corrections

Contract administrators must ensure the full correction of all discrepancies disclosed during compliance monitoring conducted by the LCA, HUD, or DOL. This includes the collection of documentation to demonstrate that corrective measures have been successfully completed. They must:

1. **Examine and resolve probable violations and complaints of underpayment.** Contract administrators must explore probable violations—particularly those involving falsification of payrolls and complaints alleging underpayments. In addition to the HUD-11, Record of Employee Interview, HUD has developed a questionnaire form (HUD-4730) and a complaint intake form (HUD-4731) for HUD and LCA use. The forms are available in onscreen fillable formats at the HUD forms website and via the DBLS website;

2. **Refer complex issues and/or falsification cases to HUD or DOL.** Some issues may be more complex than LCAs are able to address. HUD encourages LCAs to consult with the LSS for their area to secure appropriate guidance and support. HUD has decided, in consultation with DOL, that it will refer to DOL cases involving falsification of payrolls or related documents for DOL investigation. HUD strongly suggests that LCAs employ this strategy for cases involving falsification;

3. **Take steps to ensure the full resolution of any monetary liability that has or may be imposed for labor standards reasons.** Contract administrators must take prompt action to ensure that funds will be available to satisfy any labor standards liability that may be imposed. Actions include the withholding of contract payments due to the contractor and requiring funding for an escrow account to guarantee the satisfaction of any restitution and/or liquidated damages assessment that may be pending at contract closeout;



Typical payroll errors and required corrections (continued)

4. **Recommend debarment against repeat violators.** HUD has implemented a zero tolerance policy against contractors who are repeat violators of Davis-Bacon labor standards. The first time an employer is found in violation, the employer is required to pay full restitution to all affected workers and to pay any CWHSSA liquidated damages (for O/T violations) that may be assessed. In addition, the employer must provide written assurance of future compliance. If the employer promptly completes these corrective actions, HUD will not object if the LCA does not recommend debarment against the employer unless there are extenuating circumstances that warrant debarment. If the employer is found in violation again, the LCA must require full correction of any underpayments and payment of CWHSSA liquidated damages assessed. A debarment recommendation made by the LCA against the employer is expected; and

5. **Prepare and submit enforcement reports.** In accordance with DOL regulations (29 CFR Part 5, § 5.7), the contract administrator must prepare and submit to HUD an enforcement report in any case where an employer (contractor or subcontractor) has underpaid its employees by $1,000 or more or where there is reason to believe that the violations are aggravated or willful, and prepare and submit to HUD semi-annual enforcement reports concerning all Davis-Bacon labor standards administration and enforcement activities involving all HUD-assisted programs. Enforcement reports cover wage underpayments by contractors and subcontractors. Note that enforcement reports concern only wage violations associated with projects or contracts subject to the labor standards provisions of the DBRA.

Employer-specific enforcement reports

These enforcement reports are used for three general purposes. First, to report to the Secretary of Labor on Davis-Bacon enforcement actions successfully completed in the field by all federal, state, and local agencies. Second, to refer to the Wage and Hour Administrator investigative findings that are in dispute (e.g., where the employer contests findings of underpayment made against it and requests a hearing to appeal the findings). Third, to make recommendations for debarment and other sanctions and for recommendations concerning liquidated damages computed for CWHSSA O/T violations. (See Labor Relations Letter LR-92-02 for additional guidance concerning employer-based enforcement reports.)

6. **Semi-Annual Enforcement Reports.** HUD is required to furnish to DOL semi¬-annual reports (SARs) concerning the volume of DBRA-covered activities and the compliance and enforcement of DBRA labor standards provisions in HUD programs. The reports are due to DOL by April 30 and October 31 of each calendar year and cover the periods of October 1 through March 31 and April 1 through September 30, respectively. (See DOL regulations at 29 CFR § 5.7(b) and All Agency Memorandum 189.)



Typical payroll errors and required corrections (continued)

To prepare the SAR, HQLS (Headquarters Office Davis-Bacon and Labor Standards) collects data from the LSIS (Labor Standards Information System) and from each RLSO (Regional Labor Standards Officer), and then submits the report to DOL, which accepts electronic submittals of the semi-annual reports in lieu of paper copies at SemiAnnualReport@DOL.gov. HUD collects the reports from its client agencies and compiles a comprehensive report to DOL covering all HUD-assisted Davis-Bacon construction activity. The report may be completed onscreen, saved, and attached to an email message for submission purposes.

RESOURCE

A copy of the Semi Annual Report form (HUD 4710) and instructions (HUD4710i) for LCAs and are available at HUDClips (www.hud.gov/program_offices/administration/hudclips/forms) and at the Davis Bacon and Labor Standards Forms page (www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform).

MORE INFO

States may report directly to DOL, as the state chooses. PHAs, IHAs, and TDHEs should send data for Davis Bacon projects only; data relating to HUD determined maintenance wage rate projects or projects subject to Tribally determined wage rates (for construction or maintenance work) should not be included.



Common errors

The following paragraphs describe common payroll errors and the corrective steps that must be taken.

Inadequate payroll information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate (e.g., does not contain all the necessary information that would be on the optional form WH-347), the employer will be asked to resubmit the payrolls on an acceptable form.

Missing identification numbers

If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

Incomplete payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.

Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision, or the employer may request an additional classification and wage rate (see Section 9 in the Contractor Addendum). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees (see Section 10 in the Contractor Addendum for instructions about wage restitution).

Wage rates

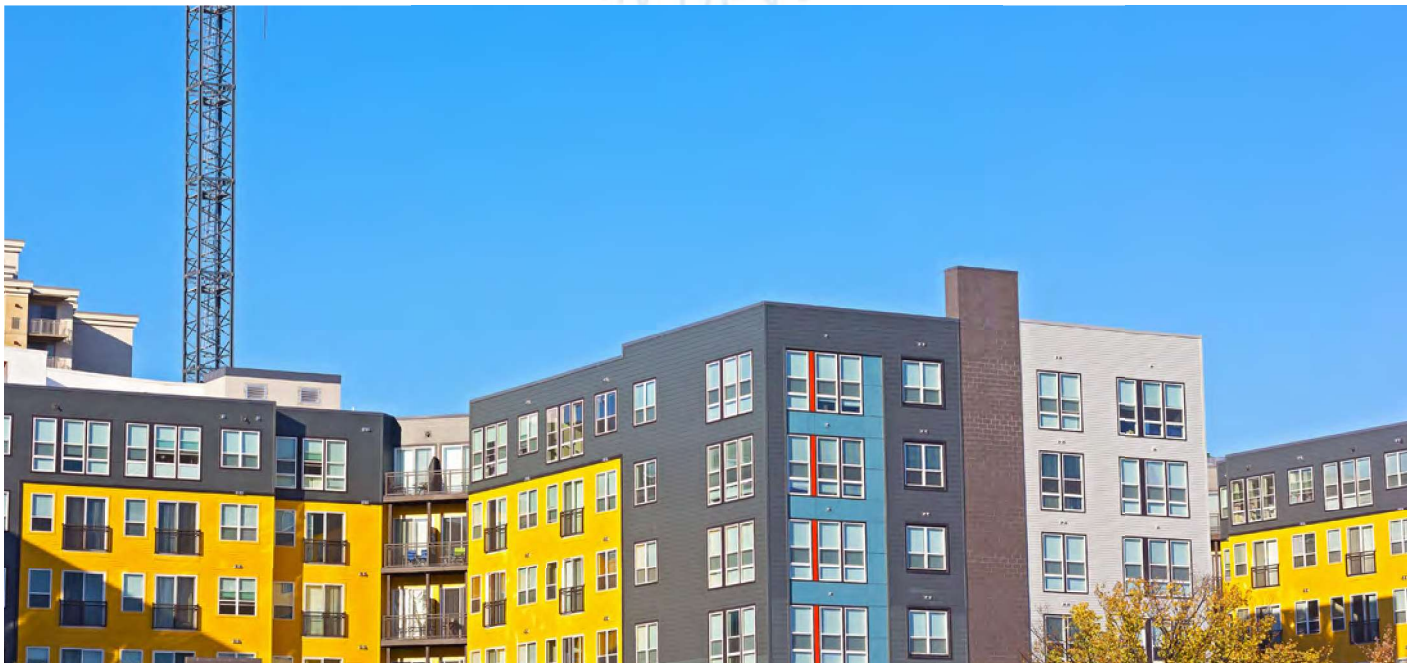
If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.

Indications of falsification on payrolls

The greatest threat to construction workers entitled to a statutorily-mandated prevailing wage for their craft is from employers who know what is required, choose not to pay the required prevailing wage rates, and falsify CPRs to conceal the underpayments. Such willful violators see the workers' underpayment as their own gain and engage in deception to increase this gain. In addition, willful violators that successfully escape detection and are not required to pay prevailing wages will continue to bid on Davis-Bacon contracts until their violations are disclosed and administrative sanctions such as debarment are imposed.

Falsification indicators

HUD has prepared a list and explanation of four common falsification indicators that are detectable during payroll "spot-checks."



Information reported on payrolls that indicate falsification suggests willful, much more serious violations in terms of the amount of back wages that may be due and the number of employees affected.

Such cases most often warrant investigation, which can include on-site interviews, mailing questionnaires to employees, taking written statements or complaints, and other methods to gather and assess the facts of the case. See Appendix III-1 for an explanation of willful violations and falsification indicators.

Apprentices and trainees

If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

Overtime

If the employees did not receive at least time and one-half for any O/T hours worked on the project, the following will occur:

1. If the project is subject to CWHSSA O/T requirements, the employer will be asked to pay wage restitution for all O/T hours worked on the project.

The employer may also be liable to the United States for liquidated damages computed at $26 per day per violation, and indexed to increase annually. Or,

2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA O/T violations.

Also, the contract administrator may refer the matter to DOL for further review.

Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization, or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of CPRs that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.



Fringe benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid (neither 4(a) nor 4(b) is marked on the Statement of Compliance), the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred.

However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principal of the firm and that person has not been authorized by principal to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principal or other authorized signatory.

On-site interview comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (e.g., the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction CPR.

Correction certified payroll

Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

Restitution for underpayment of wages

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a CPR. If a violation of labor standards requirements results in an underpayment of wages to employees, the LCA should notify the prime contractor to either make wage restitution or direct its subcontractor to do so. Where restitution amounts are in excess of $10 per worker, the employer must attest to wage restitution paid on a correction certified payroll.

Notification to the Employer/Prime contractor

The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.



Notification to the Employer/Prime contractor (continued)

MORE INFO

The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work with the prime contractor when the issues are complex, when there are significant underpayments, and/or the subcontractor is not co operative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required documentation.

Computing wage restitution

Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. Alternatively, wage restitution may be computed by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.

Total hours worked times (x) adjustment rate (DB rate – rate paid) = wage restitution due; or

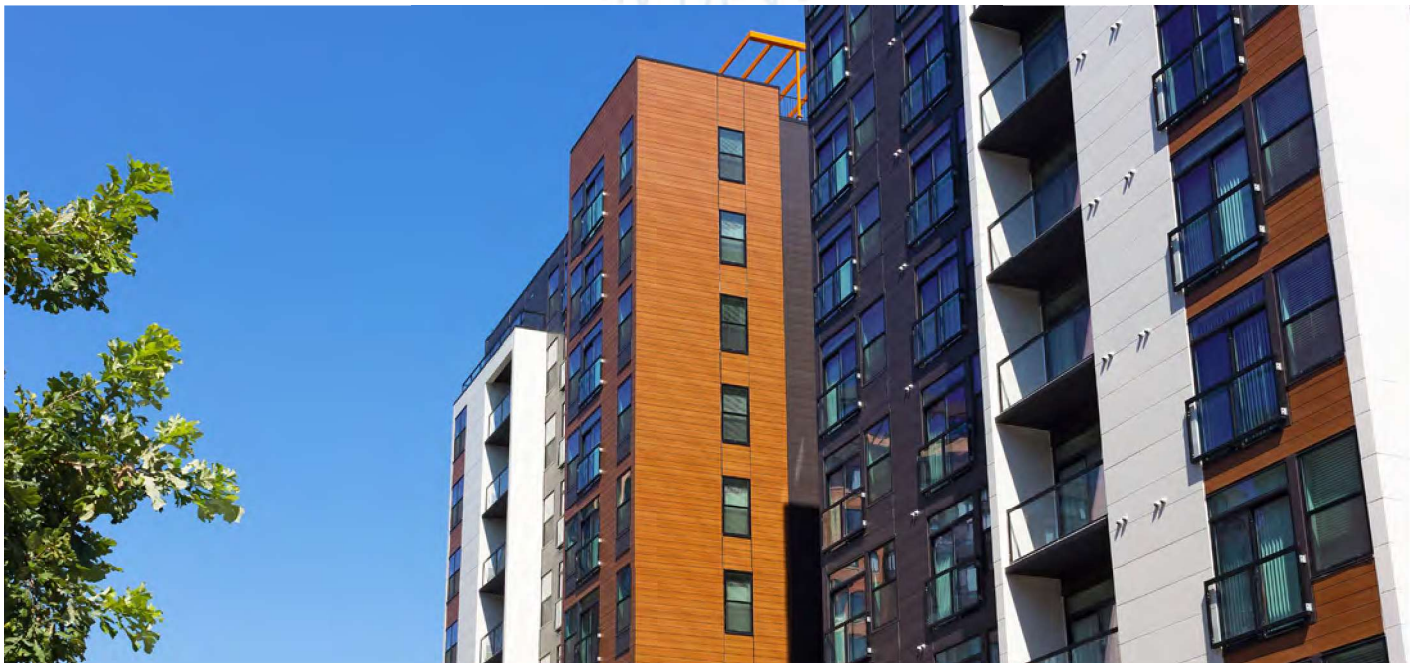
Total wages earned minus (-) total wages paid = wage restitution due.

Correction certified payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period for which restitution is due (e.g., Payrolls #1 through #6, or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification, the total number of work hours involved (daily hours are usually not applicable for wage restitution), the adjustment wage rate (the difference between the required wage rate and the wage rate paid), the gross amount of restitution due, deductions, and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll. HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashier's, canceled, or other) or employee-signed receipts or waivers.

MORE INFO

In the course of basic enforcement and corrections, the em ployer need only submit a correction CPR to evidence wage restitution paid. Other documentation such as copies of checks, copies of cancelled checks, receipts signed by the employees, employee signatures on the correction CPR, etc., is not required.



Review of correction CPR

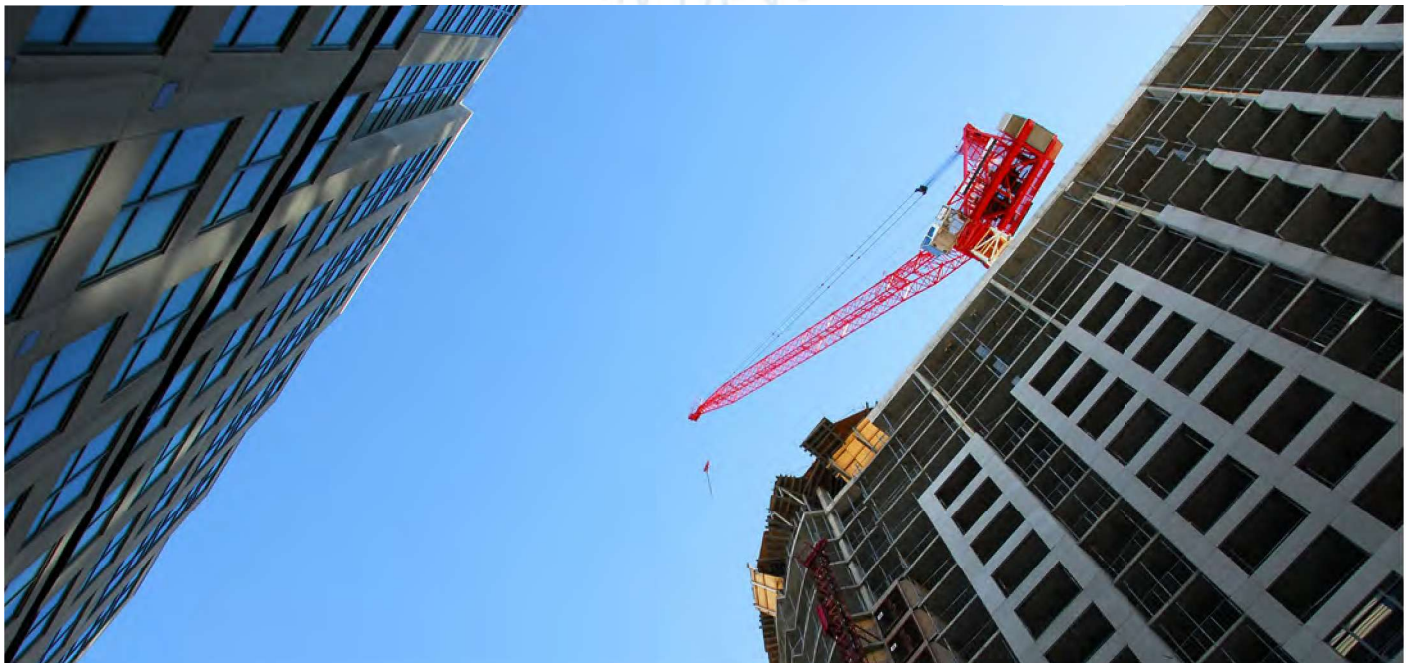
The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.

Withholding payments due to the contractor

If wage violations are not corrected within 30 days after notification to the prime contractor, the LCA may cause the withholding of payments due to the contractor in the amount needed to ensure the full payment of restitution and, if applicable, liquidated damages computed for CWHSSA O/T violations. Only the amounts necessary to meet the potential back wage and CWHSSA liquidated damages liabilities should be withheld.

Unfound workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers), providing their name, Social Security number, last known address, and the gross amount due. In such cases, at the end of the project the prime contractor will be required to place in a deposit or labor standards escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for three years after the completion of the project. After three years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD. Contact the HUD LSS for your area if you encounter this situation.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

See Section 9 in the Contractor Addendum.

SANCTIONS AND RESTITUTION

See Section 9 in the Contractor Addendum.

APPENDIX

- Appendix I-1 Reorganization Plan No. 14 of 1950
- Appendix I-2 Delegations of Authority
- Appendix I-3 Labor Standards Core Work Activities
- Appendix II-1 HUD Davis-Bacon Related Acts
- Appendix II-2 Davis-Bacon Act Copeland Anti-Kickback Act
- Appendix II-3 Contract Work Hours and Safety Standards Act
- Appendix II-4 Federal Labor Standards Coverage in Major HUD Programs
- Appendix II-5 Factors of Labor Standards Applicability
- Appendix III-1 HUD's Willful Violations and Falsification Applicability
- Appendix III-2 Sample Deposit Schedule
- Appendix III-3 Sample Tax Withholding Notice
- Appendix III-4 Unfound Worker Schedule
- Appendix III-5 Refund of Deposit Memorandum Template
- Appendix IV-1 Acronyms and Symbols



DAVIS-BACON AND LABOR STANDARDS

CONTRACTOR GUIDE ADDENDUM

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INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide that is simple and non-bureaucratic yet comprehensive, and will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Davis Bacon and Labor Standards worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor that has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts that they either fund or assist in funding.

This Guide contains six main chapters. The first chapter includes the laws and regulations associated with Federal labor standards administration and enforcement. The second chapter lists the responsibilities of contractors and of state, tribal, and local contracting agencies that administer HUD programs. The third chapter lists wage basics, including wage decisions, wage classifications, and wage rates, to provide background for the rest of the Guide. The fourth chapter discusses reviewing and reporting payrolls. The fifth chapter delves into additional work classifications and wage rates. The sixth and final chapter discusses sanctions and restitution. For further background, the DBLS Agency Guide may be used as a reference.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Standards Field staff for your area.

RESOURCE

Visit the Office of Davis Bacon and Labor Standards online: www.hud.gov/program_offices/davis_bacon_and_labor_standards

BASIC DBA DEFINITIONS

See Section 3 in the Agency Guide.



LAWS AND REGULATIONS

The Davis-Bacon Act (DBA)

The Davis-Bacon Act (DBA) requires the payment of prevailing wage rates (determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of $2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works. Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if DB applies to a HUD project is it because of a labor provision contained in one of HUD's "Related Acts" (see 5.9 in the Agency Guide). The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (OT) hours (over 40 in any workweek) worked on a covered project. The CWHSSA applies to both direct federal contracts and to federally-assisted contracts where those contracts require or involve the employment of laborers and mechanics and where federal wage standards (e.g., Davis-Bacon or HUD-determined prevailing wage rates) are applicable. CWHSSA provisions apply to all laborers and mechanics, including watchmen and guards, employed by any contractor or subcontractor. CWHSSA also applies to maintenance laborers and mechanics employed by contractors or subcontractors engaged in the operation of Public Housing Agencies (PHA), Tribally Designated Housing Entities (TDHE), and Indian Housing Agencies (IHA) developments.

Exemptions:

CWHSSA O/T provisions do not apply where the federal assistance is only in the nature of a loan guarantee or insurance.

CWHSSA O/T provisions do not apply to prime contracts of $100,000 or less.

The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback, (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer to submit weekly certified payroll reports, and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA)

The FLSA governs matters such as federal minimum wage rates and O/T. These standards are generally applicable to any labor performed and may be pre-empted by other (often more stringent) federal standards such as the DBRA prevailing wage requirements and CWHSSA O/T provisions. The authority to administer and enforce FLSA provisions resides solely with DOL.

Davis-Bacon Regulations

DOL has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in Title 29 CFR Parts 1, 3, 5, 6, and 7. Part 1 explains how DOL establishes and publishes DBA wage determinations (also referred to as wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly CPRs. Part 5 covers the labor standards provisions that are in contracts relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Finally, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available online: www.ecfr.gov/current/title-29

Construction Contract Provisions and Labor Standards Administration

Labor standards administration involves the activities that take place primarily before construction begins. Administration sets the stage for the compliance activities that occur during the construction phase. The first and sometimes most difficult step is determining whether and to what extent Davis-Bacon wage standards apply to a particular contract or project. The Factors of Labor Standards Applicability (see Appendix II-6) should be helpful. Most HUD-assisted construction work is covered by Davis-Bacon, but there are some exceptions. The best and safest approach is to first assume that Davis-Bacon requirements will be applicable whenever the contract/project involves construction work valued in excess of $2,000, then look more closely to see if there is any reason for non-coverage. Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally wound into the contract specifications.

The labor standards clauses

The contract for construction is the vehicle to ensure contractor compliance and Davis-Bacon wage enforcement. Therefore, the bid specifications and/or the contract for each project subject to Davis-Bacon wage rates must contain both a Davis-Bacon wage decision and labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the Davis-Bacon wage and reporting requirements and with the O/T provisions of the CWHSSA (applicable only when the prime contract is valued at over $100,000). The labor standards clauses also provide for remedies in the event of violations, including the withholding of payments due to the contractor to ensure the payment of wages or liquidated damages that may be found due, and sanctions should violations occur. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-92554M, Supplementary Conditions Of The Contract for Construction, which is issued primarily for FHA (Federal Housing Administration) multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG (Community Development and Block Grant) and HOME (HOME Investment Partnerships Program) projects; and the HUD-5370, General Conditions for Construction Contracts (construction contracts >$150,000) or the HUD-5370-EZ, General Contract Conditions for Small Construction/Development Contracts (construction contracts >$2,000 but ≤$150,000) which are used for Public and Indian Housing projects. These should be wound into the contract specifications or incorporated by specific reference in the bid/contract documents (see Labor Relations Letter 96-03).



Davis-Bacon Wage Decisions

The term "wage decision" includes the original decision and any subsequent decisions that modify, supersede, correct, or otherwise change the provisions of the original decision. The term "wage decision" is used within this Guide to mean the Davis-Bacon wage decision. The terms "wage decision" and "wage determination" are used interchangeably. A wage decision is a schedule of construction work classifications, wage rates, and fringe benefits that represent the minimum rates that must be paid to workers employed in those classifications. Wage decisions are established for defined geographic areas, usually by county or group of counties, and four general characters of construction work.

RESOURCE

The Department of Housing and Urban Development (HUD) one stop forms resource page.
www.hud.gov/program_offices/administration/hudclips/forms

RESOURCE

All current Davis Bacon wage decisions can be accessed online at no cost at www.sam.gov





CONTRACTOR RESPONSIBILITIES

The principal contractor is responsible for the full compliance of all employers (the contractor, subcontractors, and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and their subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator Responsibilities, below.)

CONTRACT ADMINISTRATOR RESPONSIBILITIES

The contract administrator is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. This term is used to represent the person (or persons) who will provide labor standards advice and support to contractors and other project principals (e.g., owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 6.1, The Wage Decision) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see Section 12, Payroll Compliance Reviews and Corrections, in the Agency Guide) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Standards field staff. But many HUD-assisted projects are administered by local contracting agencies such as PHAs, TDHEs, and States, cities and counties under HUD's CDBG and HOME programs.

In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for contractors remains essentially the same.

DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

RESOURCE

Program technical guidance

For interpretations of program requirements or handbooks and instructions on the use of forms:

Housing Programs - See our Contact List for help.



WAGE BASICS

The Wage Decision

Davis-Bacon labor standards stipulate the wage payment requirements for skilled workers, operators, truck drivers, and laborers—for example: carpenters, electricians, plumbers, roofers, rollers, screeds, bulldozers, water wagons, dump trucks, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 5.12 in the Agency Guide.

The work classifications and wage rates

A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications.

You'll want to make sure that the work classifications you need are contained in the wage decision, and make certain that you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (e.g., residential and commercial work) and can be lengthy and difficult to read. The contract administrator (HUD Labor Standards field staff or local agency staff) is available to assist with any trouble reading the wage decision or finding the applicable work classification(s).

To make reading lengthy wage decisions easier, a contract administrator may prepare a Project Wage Sheet (HUD-4720). This sheet is a one-page transcript that will show only the classifications and wage rates for a project. A blank copy of a Project Wage Rate Sheet is provided in the Appendix.

RESOURCE

A fillable version of this form is available online at HUDClips www.hud.gov/program_offices/administration/hudclips/forms Contact the contract administrator monitoring the project for assistance with a Project Wage Rate.

Posting the wage decision, Davis-Bacon poster, and Additional Classifications wages

The prime contractor is responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet), a copy of the DOL Davis-Bacon poster titled Employee Rights Under the Davis-Bacon Act (Form WH-1321), and Additional Classifications wages at the job site in a place that is easily accessible to all the construction workers employed on the project and where the wage decision and poster will not be destroyed by wind, rain, etc. The purpose of this posting is to provide information to the construction laborers and mechanics working on the project about their entitlement to the prevailing wage for their trade, and to advise them whom to contact (the contract administrator) if they have any questions or want to file a complaint.

RESOURCE

The Employee Rights Under the Davis Bacon Act poster replaces the Notice To All Employees. The new poster is available in English and Spanish online at: www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrmk13.



REVIEWING PAYROLLS

Certified Payroll Reports (CPRs)

To demonstrate compliance with labor standards requirements, each employer shall prepare, certify, and submit payroll reports for each week to the sponsor, applicant, or owner for any contract work that is performed. See 29 CFR § 5.5(a)(3)(ii) for information on CPRs.

CPR format

Employers on an FHA project are required to use the HUD-authorized Electronic Payroll System (EPS) to submit CPR reports. If an approved electronic payroll reporting system is not being used by the LCA,, the employer must ensure that all information from DOL Payroll Form WH-347 is included and that the LSS can reasonably interpret it. Form WH-347 is available online at www.dol.gov/whd/forms/wh347.pdf.

Submission requirements

Each employer shall submit payroll reports beginning with the first week such employer performs work on the site of the work. Employers shall submit reports promptly following the close of each such pay week.

"No Work" payrolls

Employers are not required to submit reports for weeks during which no work was performed at the site of work, provided that the payroll reports are numbered sequentially or that the employer has provided written notice that its work on the project has been suspended.

Weekly payroll certification

Each weekly payroll submitted shall be accompanied by a "Statement of Compliance" that bears the original signature of the owner, executive/corporate officer, or a designee authorized by the owner or officer. The signature must be in ink; pencil is not acceptable. Signature stamps, photocopies, and facsimiles are not acceptable. The employer may utilize the reverse side of the DOL Payroll Form WH-347 as its Statement of Compliance or another document that contains the same language prescribed on the reverse of the WH-347.

False Submissions

The falsification of any of the above certifications may subject the employer to civil or criminal prosecution under § 1001 of Title 18 and § 231 of Title 31 of the United States Code (USC).

Payroll Review and Submission

The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for O/T violations. All the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments, and protect itself from financial loss should underpayments occur.

Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records—such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments—for a Davis-Bacon project for at least three years after the project is completed. The prime contractor must keep a complete set of all the payrolls for every contractor (including subcontractors) for at least three years after completion of the project.

Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or DOL.





REPORTING PAYROLLS

Completing a Payroll Report

Each employer shall maintain payroll records with respect to their own workforce employed at the site of the work. The prime contractor shall maintain such records relative to all laborers and mechanics working at the site of the work during the course of the construction work for at least three years following the completion of the work. Such records shall contain:

Project and contractor/subcontractor information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Week dates must be indicated in the spaces provided. Numbering payrolls is optional but strongly recommended.

Employee information

The name and an individually identifying 4-digit number for each laborer and mechanic. Employers must always maintain each employee's address and full Social Security number (SSN) during the construction of the project and for no less than three years following completion. This information must be made available to the prime contractor, HUD, and/or the LCA upon request.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for Federal labor standards compliance monitoring. Prime contractors may require a subcontractor to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

Work classification

Each employee must be classified in accordance with the wage decision based on the type of work they perform.

Apprentices or trainees

The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.

Split classifications

For an employee that worked in a split classification, make a separate entry for each classification of work performed, distributing the hours of work to each classification accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

Hours worked

The payroll should show only the regular and O/T hours worked on one particular project. The employer must show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, employers should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

Rate of pay

Employers must show the basic hourly rate of pay for each employee for one particular project. If the wage decision includes a fringe benefit and the employer does not participate in approved fringe benefit programs, the employer must add the fringe benefit rate to the basic hourly rate of pay, and must list the O/T rate if O/T hours were worked.

Piece-work

For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any O/T hours.

The effective hourly rate must be reflected on the certified payroll. This hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week to week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the O/T rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires $10/hour basic plus $5/hour fringe benefits, the O/T rate would be: ($10 x 1.5) + $5 = $20/hour.

Gross wages earned

Show the gross amount of wages earned for work performed on a particular project. Note: Employees with work hours and earnings on other projects may show gross wages for a particular project over gross earnings from all projects (e.g., $425.40/$764.85) and base deductions and net pay on the "all projects" earnings.

Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (e.g., Savings Account or Loan Repayment). Any voluntary deduction (i.e., not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears. The note needs to show the type, amount, and frequency of the deduction. A new deduction authorization is required when any of the aforementioned items change.

MORE INFO

Only one employee authorization is needed for recurring (e.g., weekly) "other" deductions. Written employee authorization is not required for income tax and Social Security deductions.



Net pay

Show the net amount of wages paid.

Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Employers must be sure to complete the identifying information at the top, particularly if attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, the employer must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that the employer is paying required fringe benefits to approved plans or programs; and 4(b) indicates that the employer is paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If the employer is paying a portion of the required fringe benefit to programs and the balance directly to the employee, the employer must explain those differences in box 4(c).

Signature

For paper payrolls submitted, the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer, or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. For paper payrolls, signatures in pencil, signature stamps, Xerox copies, PDFs, and other facsimiles are not acceptable.

MORE INFO

Only one Statement of Compliance is required for each employ er's weekly payroll no matter how many pages are needed to re port the employee data.





ADDITIONAL WORK CLASSIFICATION AND WAGE RATES

After contract award, if it is determined that additional work classifications are required because the wage decision lacks all the necessary classifications and wage rates, the prime contractor and, if applicable, its subcontractors employing workers in such classifications shall request an additional work classification and propose a wage rate and fringe benefits for such classification on form SF-1444, Request for Authorization of Additional Classification and Rate. The contractor or subcontractor shall make its request for a final decision through the LSS or LCA, as appropriate, to DOL at whd-cbaconformance_incoming@dol.gov. The LSS/LCA shall assist the employer in preparing the request and, if necessary, provide guidance on the policies and procedures involved.

Note: Additional work classifications and wage rates may be requested only after the effective wage decision "lock-in" date. (See DOL Regulations at 29 CFR Part 5 § 5.5(a)(1)(ii).)

Additional Work Classification and Wage Rate Parameters

Signature

Additional work classifications must be signed by DBLS for FHA-insured projects managed by HUD and signed by the LCA contracting officer for projects managed by LCAs, then forwarded to DOL with the applicable wage decision where:

The requested work classification is used in the area of the project by the construction industry;

The work that will be performed by the requested work classification is not performed by a work classification that is already contained within the applicable wage decision;

The proposed wage rate for the requested work classification bears a reasonable relationship to the wage rates on the wage decision; and

The workers that will be employed in the requested work classification (if it is known who the workers are or will be) or the workers' representatives agree with the proposed wage rate.

General guide

The wage rate and fringe benefits proposed for any classification must be in accordance with the guidance available in All Agency Memorandum 213. The proposed wage rate and fringe benefits should bear a reasonable relationship to the entirety of the rates within the relevant category. There are four basic categories: skilled crafts, laborers, truck drivers, and power equipment operators. Additional classifications proposed for power equipment operators must specify the type(s) of power equipment involved.

Making the Request

Although a request for additional work classification and wage rate may be prompted following an LSS/LCA review, the proposal must originate with the prime contractor/employer that will utilize the work classification. The prime contractor/employer must submit the request in writing. A basic request must identify the contract/project involved, the work classification requested, and the wage rate, including any bona fide fringe benefits proposed. In some cases, it may be necessary for the prime contractor/employer to describe the work that the requested work classification would perform. The prime contractor/employer should use form SF-1444, Request for Authorization of Additional Classification and Rate, to submit the request.

LSS/LCA Review of Request

The LSS/LCA will review the prime contractor/employer's request to determine if it satisfies the approval criteria at 5.12.1.9.2. The LSS/LCA will contact the prime contractor/employer if clarification or additional information is needed to complete the review.

Signing the request, reporting to DOL

If the LSS/LCA review finds that the requested work classifications and wage rate/fringe benefits meet the criteria at 5.12.1.9.2, the LSS/LCA submits the completed SF-1444, related documentation, and the applicable wage decision to the DOL National Office for final decision using DOL's dedicated email address:

whd-cbaconformance_incoming@dol.gov.

Disagreement with the request; referring for DOL decision

If the LSS/LCA review finds that the requested work classification and wage rate/fringe benefits fails to meet the approval criteria or if the parties do not agree on the proper classification or wage rate/fringe benefits for the work described, the LSS/LCA shall prepare an SF-1444 and a written report explaining the results of the review and any issues in dispute among the parties, and shall forward these along with a copy of the applicable wage decision to the DOL National Office for its decision using the same dedicated DOL email address.

DOL decision

DOL regulations permit 30 days for DOL to respond to the SF-1444. DOL will notify the LSS/LCA in writing of its decision.

DOL approval

When DOL approves the requested additional work classification and wage rate/fringe benefits, the LSS/LCA shall provide a copy of the DOL notice of approval to the prime contractor/employer with instructions that the additional work classification and wage rate/fringe benefits must be posted on the job site with the wage decision.



DOL disapproval

When DOL disapproves the requested work classification and wage rate/fringe benefits, DOL will notify the LSS/LCA in writing of the reasons why the request cannot be approved. DOL may also indicate what work classifications/wage rate/fringe benefits could be approved for the work involved if a modified request is submitted.

Notification to the prime contractor/employer

The LSS/LCA will notify the prime contractor/employer in writing of the results of the LSS/LCA review and/or DOL decision and provide a copy of the DOL notice.

Requests for DOL reconsideration

The LSS/LCA, the prime contractor/employer, or other interested parties may request reconsideration of the DOL decision on a requested additional work classification and wage rate/fringe benefits. Such requests must be made in writing accompanied by a full statement of the interested party's views and any supporting wage data or other pertinent information.





SANCTIONS AND RESTITUTION

Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before DOL, or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of the things you might expect, and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

Administrative Review on Labor Standards Disputes

The labor standards clauses in the contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

Additional classifications and wage rates

Additional classification and wage rate requests are sometimes denied by DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration

DOL normally identifies the reasons for denial in its response to the request. Any interested person (e.g., the contract administrator, employer, or representatives of the employees) may request reconsideration of the decision on the additional classification request.

The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to DOL. (See DOL Regulations 29 CFR § 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through HQLS (Headquarters Office Davis-Bacon and Labor Standards).

Administrative Review Board

Any interested party may request a review of the Administrator's decision on reconsideration by DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR § 1.9.)

Findings of underpayment

Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due, and to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with employers to reach such agreements.

Rulings and interpretations unrelated to findings of underpayment

DOL is the authority for rulings and interpretations unrelated to findings of underpayments. This includes disputes concerning the prevailing wage rates as determined by DOL, DBRA applicability, character of work decisions, and interpretation and application of DOL regulations at 29 CFR Parts 1, 3, and 5. These and other such matters must be referred to the DOL Wage and Hour Administrator for their ruling and/or interpretation per 29 CFR § 5.13. Any request for a ruling or an interpretation from the DOL Administrator via DBLS must be submitted through HQLS with a copy to the local LSS.

Disputes concerning findings of underpayment

Underpayments usually occur when a contractor or subcontractor does not properly pay wages according to the approved wage determination and it has been identified as part of a Davis-Bacon and DBLS enforcement action. There may be other situations that also create underpayments, and they can originate from the employer, prime contractor, or any other interested party. Any underpayment decision by DBLS will include a formal decision letter with a Notice of Right to Appeal.

DOL review

DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL ALJ. (See DOL Regulations 29 CFR § 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)

Administrative Review Board

Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

Withholding

The contract administrator shall cause the withholding of payments due to the prime contractor to ensure the payment of wages that are believed to be due and unpaid (e.g., if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor). DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is serious and is not taken unless warranted. If withholding is deemed necessary, the contractor will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.



Deposits and Escrows

In some situations, certain labor standards issues are not or cannot be resolved in time to meet project closeout schedules. In order to permit a final closing/closeout to proceed while certain labor issues are outstanding, a deposit account (HUD-administered projects, e.g. multifamily housing-insured and grant programs) or an escrow account (LCA-administered projects, e.g., CDBG, HOME, HOPE VI (Housing Opportunities for People Everywhere)) may be established as a guarantee to ensure the payment of any wages that have been or may be found due to workers that were employed in the construction of the project. Deposit and escrow accounts may also hold fringe benefits payments that are due to plans or programs and/or liquidated damages that are assessed for violations of CWHSSA O/T provisions. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

MORE INFO

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 3.2, Responsibilities of the Principal Contractor, and 12.4, Restitution for Underpayment of Wages, in the Agency Guide.

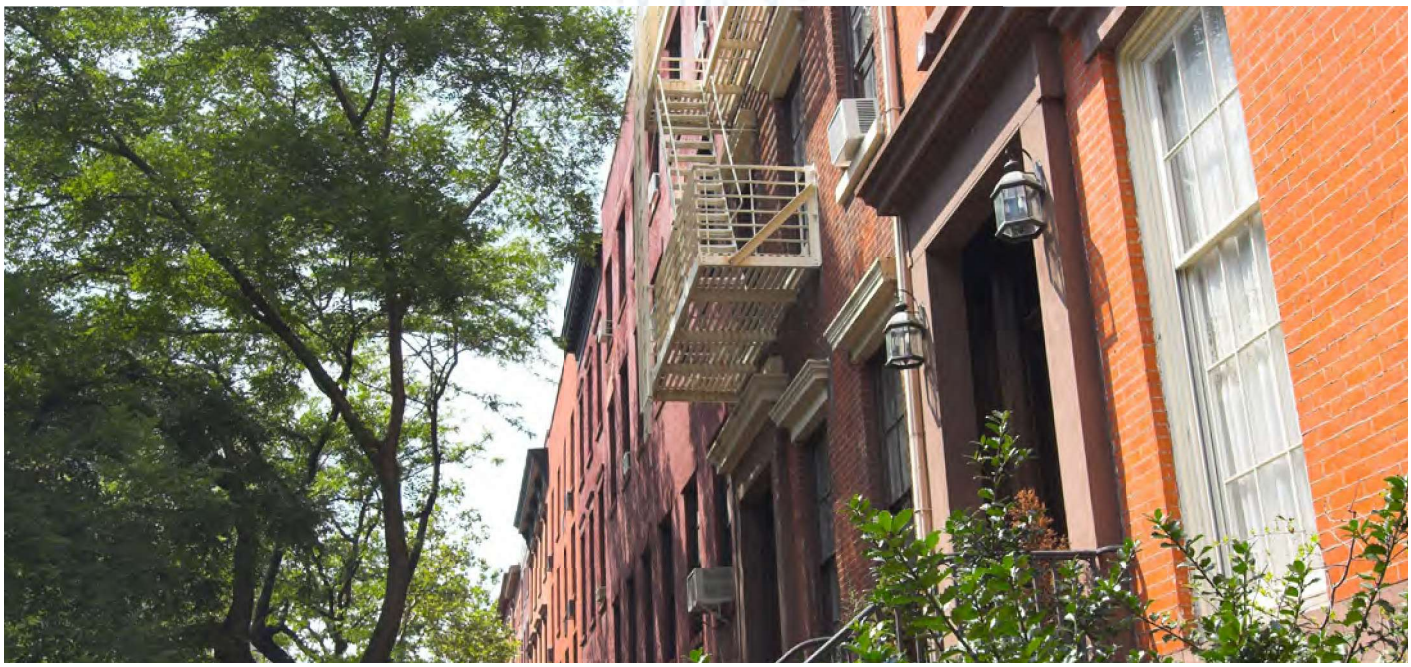
Where the parties have agreed to amounts of wage restitution that are due, but the employer hasn't furnished evidence yet that all the underpaid workers have received their back wages (e.g., unfound workers)

The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in Section 11.4.1 of this Guide;

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and cannot be located. After wage restitution has been paid to all the workers who could be located, the employer must submit a list of any workers who could not be found and paid (unfound workers). See 12.4.6 in the Agency Guide for more information.

Where underpayments are suspected or alleged and an investigation has not yet been completed

The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper



documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor;

If the employer is unable to make the payments to the workers (e.g., lacks the funds necessary), the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described in Section 13.4.6 in the Agency Guide.

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.

Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due

The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

DOL debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the DBRA will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to three years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership, or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or initiated by DOL. Debarment proceedings are described in DOL regulations 29 CFR § 5.12.

HUD sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments, and suspensions.



Limited Denial of Participation

HUD may issue to the employer an LDP, which prohibits the employer from further participation in HUD programs for a period of up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDPs are found at 24 CFR §§ 24.700-24.714.

Debarment and suspensions

In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications), or initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

Falsification of Certified Payroll Reports

Cases that involve certified payroll falsification may be referred to DOL for its investigation at the outset or referred to DOL for administrative review/hearings or other sanctions.

All referrals suggesting consideration for criminal prosecution must be submitted through the established hierarchy:



States may submit any such recommendation to DOL directly.

MORE INFO

Remember, if you have any questions or need assistance concerning labor standards requirements, help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Standards staff in your area.



U.S. Department of Labor
Wage and Hour Division

Davis-Bacon and Related Acts Weekly Certified Payroll Form

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Unless otherwise noted, the information requested is specific to the named project below.

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM ☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR

PROJECT NAME	PROJECT NO. or CONTRACT NO.	CERTIFIED PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME
PROJECT LOCATION	**WAGE DETERMINATION NO.**	**WEEK ENDING DATE**	**PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS**

(1A)	(1B)	(1C)	(1D)	(1E)	(2)	(3)	(4)		(5)	(6A)	(6B)	(6C)	(7A)	(7B)	(8)				(9)
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(J) JOURNEYWORKER (RA) REGISTERD APPRENTICE	LABOR CLASSIFICATION	ST = STRAIGHT TIME OT = OVERTIME	(TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	TOTAL HOURS WORKED FOR WEEK	HOURLY WAGE RATE PAID FOR ST AND OT	TOTAL FRINGE BENEFIT CREDIT	PAYMENT IN LIEU OF FRINGE BENEFITS	GROSS AMT EARNED	GROSS AMT EARNED FOR **ALL WORK**	DEDUCTIONS FOR **ALL WORK**				NET PAY TO WORKER FOR **ALL WORK**
															TAX WITH-HOLDINGS	FICA	OTHER (MUST SPECIFY, SEE INSTRUCTIONS)	TOTAL DEDUCTIONS	
							ST												
							OT												
							ST												
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME

PROJECT LOCATION	WEEK ENDING DATE	CERTIFYING OFFICIAL's NAME AND TITLE

I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:

☐ The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.

☐ All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.

☐ The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.

☐ Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.

APPRENTICESHIP PROGRAM NAME	REGISTERED		NAME OF LABOR CLASSIFICATION
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	
	☐ OA	☐ SAA	

☐ Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.

HOURLY CREDIT FOR FRINGE BENEFITS

If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.

NAME OF WORKER	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	FB NAME / FB TYPE / PLAN NO.	☐ Funded	☐ Unfunded	TOTAL HOURLY CREDIT
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		$
	Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hourly Credit	$		Hrly Credit	$		$

☐ All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.

ADDITIONAL REMARKS

SIGNATURE OF CERTIFYING OFFICIAL	DATE	TELEPHONE NUMBER	EMAIL ADDRESS
		(___) ___ -____	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.

"General Decision Number: MA20260013 05/18/2026

State: Massachusetts

Construction Types: Building

Counties: Massachusetts Counties of
Worcester

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0006-013 09/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (DUCT, PIPE, & MECHANICAL SYSTEM INSULATION)	$ 49.10	36.63

BRMA0003-004 08/01/2024

	Rates	Fringes
TILE SETTER	$ 64.52	37.51
TILE FINISHER	$ 49.32	35.26

BRMA0003-005 08/01/2024

	Rates	Fringes
BRICKLAYER (INCLUDES POINTING, CAULKING, CLEANING, AND WATERPROOFING)	$ 62.36	36.80

CARP0336-001 09/01/2025

	Rates	Fringes
CARPENTER (INCLUDES ACOUSTICAL CEILING INSTALLATION, BATT INSULATION, DRYWALL HANGING, FORM WORK, METAL BUILDING-METAL SIDING/WALL PANELS, METAL STUD INSTALLATION, SCAFFOLD BUILDING, FIREPROOFER, WINDOW AND CURTAIN WALL INSTALLATION)	$ 50.10	31.45

ELEC0096-003 09/07/2025

	Rates	Fringes
ELECTRICIAN (LOW VOLTAGE WIRING)	$ 36.12	34.51
ELECTRICIAN (INCLUDES HVAC/TEMPERATURE CONTROLS INSTALLATION)	$ 48.16	36.20

ELEV0041-005 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC FOOTNOTE: A.VACATION: 6%/UNDER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. 8%/OVER 5 YEARS BASED ON REGULAR HOURLY RATE FOR ALL HOURS WORKED. B. PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY;		

INDEPENDENCE DAY; LABOR DAY; VETERANS' DAY;
THANKSGIVING DAY; THE FRIDAY AFTER THANKSGIVING
DAY; AND CHRISTMAS DAY.....$ 66.41 38.44

ENGI0004-012 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GROUP 1B BACKHOE/EXCAVATOR/TRACKHOE, LOADER FOOTNOTE: A. PAID HOLIDAYS: NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, MEMORIAL DAY, INDEPENDENCE DAY, PATRIOT'S DAY, COLUMBUS DAY, LABOR DAY, VETERSNS DAY; THANKSGIVING DAY AND CHRISTMAS DAY.....	$ 57.83	33.70
POWER EQUIPMENT OPERATOR GROUP 2: BULLDOZER.....	$ 57.18	33.70

IRON0007-018 09/16/2025

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING, AND STRUCTURAL).....	$ 57.57	37.67

LABR0721-002 12/01/2024

	Rates	Fringes
LABORER: MASON TENDER-BRICK.....	$ 38.95	29.81

PAIN0035-018 07/01/2024

	Rates	Fringes
PAINTER (BRUSH/ROLLER, INCLUDING DRYWALL FINISHER/TAPER).....	$ 46.26	36.00

PLUM0004-004 09/01/2025

	Rates	Fringes
PLUMBER/PIPEFITTER (INCLUDES HVAC PIPE AND UNIT INSTALLATION).....	$ 55.00	31.57

ROOF0033-005 08/01/2025

	Rates	Fringes
ROOFER.....	$ 53.53	35.69

SHEE0063-006 07/01/2025

	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT AND UNIT INSTALLATION).....	$ 43.48	36.46

SUMA2014-002 04/04/2016

	Rates	Fringes
LABORER: COMMON OR GENERAL.....	$ 39.84	12.04

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
==========
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

SU

, UAVG

, SA

, or SC

denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
==
END OF GENERAL DECISION
"

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

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 - Redevelopment Authority	**City/Town:**	WORCESTER
Wage Request No:	20261103145521	**Job Location:**	10 Washington Square, Worcester, MA 01604
Description of Work:	Furnish all labor, materials, equipment, and supervision necessary for the servicing of all elevators and lifts and their related equipment.		
Contract Number:			

§§ 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

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**					
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**					
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**					
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

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	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	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	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
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

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	6/1/2026 12/1/2026	$37.63 $38.58	$17.05 $17.05	$13.35 $13.35	$3.25 $3.25	$0.00 $0.00	$71.28 $72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 GLAZIERS LOCAL 35 (ZONE 2)	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

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

Effective Date: 1/1/2026

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

Apprentice to Journeyworker Ratio: 1:1

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

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**					
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**					
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

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
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**					
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**					
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 LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$53.25	$10.90	$9.75	$9.80	$0.00	$83.70
	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 LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$49.37	$10.90	$9.75	$9.80	$0.00	$79.82
	12/1/2026	$50.87	$10.90	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER LABORERS LABORERS - FOUNDATION AND MARINE	6/1/2026	$49.25	$10.90	$9.75	$9.80	$0.00	$79.70
	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 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"							
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
	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 LABORERS LABORERS (COMPRESSED AIR)	6/1/2026	$61.48	$10.90	$9.75	$10.25	$0.00	$92.38
	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) LABORERS LABORERS (COMPRESSED AIR)	6/1/2026	$63.48	$10.90	$9.75	$10.25	$0.00	$94.38
	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 LABORERS LABORERS (FREE AIR TUNNEL)	6/1/2026	$53.55	$10.90	$9.75	$10.25	$0.00	$84.45
	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) LABORERS LABORERS (FREE AIR TUNNEL)	6/1/2026	$55.55	$10.90	$9.75	$10.25	$0.00	$86.45
	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.

FEDERALLY REQUIRED CONTRACT ARTICLES

1. ACCESS TO RECORDS AND REPORTS
2. BONDING REQUIREMENTS
3. BUS TESTING – **NOT APPLICABLE TO THIS SOLICITATION**
4. BUY AMERICA REQUIREMENTS
5. CARGO PREFERENCE REQUIREMENTS
6. CHARTER SERVICE – **NOT APPLICABLE TO THIS SOLICITATION**
7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
8. CIVIL RIGHTS LAWS AND REGULATIONS
9. DISADVANTAGED BUSINESS ENTERPRISE (DBE)
10. EMPLOYEE PROTECTIONS
11. ENERGY CONSERVATION
12. FLY AMERICA
13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
14. LOBBYING RESTRICTIONS
15. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES
16. PATENT RIGHTS AND RIGHTS IN DATA
17. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES – **NOT APPLICABLE TO THIS SOLICITATION**
18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
19. PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS – **NOT APPLICABLE TO THIS SOLICITATION**
20. RECYCLED PRODUCTS
21. SAFE OPERATION OF MOTOR VEHICLES
22. SCHOOL BUS OPERATIONS – **NOT APPLICABLE TO THIS SOLICITATION**
23. SEISMIC SAFETY

24. SUBSTANCE ABUSE REQUIREMENTS – **NOT APPLICABLE TO THIS SOLICITATION**

25. TERMINATION

26. VIOLATION AND BREACH OF CONTRACT

27. CHANGES TO FEDERAL REQUIREMENTS

28. INCORPORATION OF FTA TERMS

29. AMERICANS WITH DISABILITIES ACT (ADA)

30. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE – **NOT APPLICABLE TO THIS SOLICITATION**

31. DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT

32. VETERANS HIRING PREFERENCE

33. NOTICE TO FTA AND U.S. D.O.T. INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ETC.

34. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

ARTICLE 1 - ACCESS TO RECORDS AND REPORTS - Applies to All Procurement Types, 49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

1.1 **Record Retention**. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

1.2 **Retention Period**. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

1.3 **Access to Records**. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

1.4 **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

ARTICLE 2 - BONDING REQUIREMENTS - Applies to Construction Procurements > $250,000, 2 C.F.R. § 200.325, 31 C.F.R. part 223

Bond Requirements

Bid Guarantee

Bidders shall furnish a bid guaranty in the form of a bid bond, made in form provided as EXHIBIT C of the WRA Standard Contract – Owner-Contractor Agreement. The amount of such guaranty shall be equal to 5% of the total bid price.

In submitting this bid, it is understood and agreed by bidder that the WRA reserves the right to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [90] days subsequent to the opening of bids, without the written consent of the WRA.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [90] days after the bid opening without the written consent of the WRA, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent WRA'S damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder's bid guaranty shall prove inadequate to fully recompense WRA for the damages occasioned by default, then the undersigned bidder agrees to indemnify WRA and pay over to WRA the difference between the bid guarantee and WRA'S total damages so as to make WRA whole.

The undersigned understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee

A Performance Guarantee in the amount of 100% of the Contract value is required by the WRA to ensure faithful performance of the Contract. A Performance Bond shall be provided by the Contractor and shall remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide

the requisite Performance Guarantee to the WRA within ten (10) business days from Contract execution. The WRA requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the WRA and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. WRA may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The WRA may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

Payment Bonds

A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to WRA as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (WRA) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

ARTICLE 3 - BUS TESTING – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 4 - BUY AMERICA REQUIREMENTS - Applies to Rolling Stock, Construction, Materials & Supplies Contracts >$150,000, 49 U.S.C. 5323(j), 49 C.F.R. part 661

Buy America

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The [bidder or offeror] must submit to [WRA] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

In accordance with 49 C.F.R. § 661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment) use the following certifications:

Certificate of Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. § 661.11.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

Certificate of Non-Compliance with Buy America Rolling Stock Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

ARTICLE 5 - CARGO PREFERENCE REQUIREMENTS - Applies to Rolling Stock, Construction, Material & Supplies that may be transported by ocean vessel, 46 U.S.C. § 55305, 46 C.F.R. part 381

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

5.1 To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

5.2 to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA WRA (through the contractor in the case of a subcontractor's bill-of-lading.); and

5.3 to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ARTICLE 6 - CHARTER SERVICE – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 7 - CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT - Applies to All Procurement Types >$150,000, 42 U.S.C. §§ 7401 – 7671q, 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Contractor agrees:

7.1 It will not use any violating facilities.

7.2 It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities”.

7.3 It will report violations of use of prohibited facilities to FTA.

7.4 It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

ARTICLE 8 - CIVIL RIGHTS LAWS AND REGULATIONS - Applies to All Procurement Types

Civil Rights and Equal Opportunity

The WRA is an Equal Opportunity Employer. As such, the WRA agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the WRA agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

8.1 **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

8.2 **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.3 **Age**. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.4 **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

8.5 **Special DOL EEO Clause** – Applies to construction contracts > $10,000;

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE 9 - DISADVANTAGED BUSINESS ENTERPRISE (DBE) - Applies to All Procurement Types, 49 C.F.R. part 26

The following contract clause is required in all DOT-assisted prime and subcontracts:

9.1 This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The project's overall goal for DBE participation is 0.66%; (Worcester Redevelopment Authority (WRA) the Federal Grant Subrecipient & Worcester Regional Transit Authority (WRTA) Federal Grant Recipient's combined goal).

9.2 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry

out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the WRA deems appropriate, which may include, but is not limited to:

9.2.1 Withholding monthly progress payments.

9.2.2 Assessing sanctions.

9.2.3 Liquidated damages.

9.2.4 Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

9.3 The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

9.4 **PROMPT PAYMENT** - The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the WRA**.** In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

9.5 The contractor must promptly notify the WRA, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the WRA**.**

9.6 Additional information for contracts with Contract Goals

Overview

It is the policy of the WRA and the United States Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBE's"), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts. It is also the policy of the WRA to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The WRA shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the WRA may consider during its review of the Bidder/Offeror's submission

package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the WRA.

Contract Assurance

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the WRA deems appropriate.

DBE Participation

For the purpose of this Contract, the WRA will accept only DBE's who are Certified, at the time of bid opening or proposal evaluation, by the MassDOT Unified Certification Program (UCP).

DBE Participation Goal

The DBE participation goal for this Contract is set at 0.66%. This goal represents those elements of work under this Contract performed by qualified Disadvantaged Business Enterprises for amounts totaling **not less than** 0 % of the total Contract price. Failure to meet the stated goal at the time of proposal submission **may** render the Bidder/Offeror non-responsive.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the **DBE Participation Schedule** (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the WRA.
3. An original **DBE Letter of Intent** (see below) from each DBE listed in the DBE Participation Schedule.
4. An original **DBE Affidavit** (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to meet the goal set forth above (DBE Participation Goal), the WRA will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the WRA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the WRA's DBE Coordinator (questions of IFB or RFP requirements, subcontracting opportunities, appropriate certification, will be addressed in a timely fashion);
2. Pre-bid meeting attendance. At the pre-bid meeting, the WRA generally informs potential

Bidder/Offeror's of DBE subcontracting opportunities;

3. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
4. Written notification to DBE's encouraging participation in the proposed Contract; and
5. Efforts made to identify specific portions of the work that might be performed by DBE's.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work;
3. Efforts made to assist DBE's contacted in obtaining bonding or insurance required by the Bidder or the Authority.

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the Authority may take into account the performance of other Bidders in meeting the Contract goals. For example, if the apparent successful Bidder failed to meet the goal, but meets or exceeds the average DBE participation obtained by other Bidders, the Authority may view this as evidence of the Bidder having made good faith efforts.

Administrative Reconsideration

Within five (5) business days of being informed by the WRA that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the WRA's DBELO/CFO. The DBELO/CFO will forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The WRA will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did not meet the goal or make adequate A-34 good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the **DBE Participation Schedule** (see below) without the WRA's prior written consent. The WRA may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the WRA in writing of its efforts to replace the original DBE. These good

faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Failure to comply with these requirements will be in accordance with Section 8 below (Sanctions for Violations).

Continued Compliance

The WRA shall monitor the Contractor's DBE compliance during the life of the Contract. In the event this procurement exceeds ninety (90) days**, it will be the responsibility of the Contractor to submit quarterly written reports to the WRA** that summarize the total DBE value for this Contract.

These reports shall provide the following details:

1. DBE utilization established for the Contract.
2. Total value of expenditures with DBE firms for the quarter.
3. The value of expenditures with each DBE firm for the quarter by race and gender.
4. Total value of expenditures with DBE firms from inception of the Contract.
5. The value of expenditures with each DBE firm from the inception of the Contract by race and gender.

Reports and other correspondence must be submitted to the DBE Coordinator with copies provided to the Worcester Redevelopment Authority. Reports shall continue to be submitted quarterly until final payment is issued or until DBE participation is completed.

The successful Bidder/Offeror shall permit:

1. The WRA to have access to necessary records to examine information as the WRA deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contract between the successful Bidder/Offeror and other DBE parties entered into during the life of the Contract.
2. The authorized representative(s) of the WRA, the U.S. Department of Transportation, the Comptroller General of the United States, to inspect and audit all data and record of the Contractor relating to its performance under the Disadvantaged Business Enterprise Participation provision of this Contract.
3. All data/record(s) pertaining to DBE shall be maintained as stated in Section [insert reference to record keeping requirements for the Project.]

Sanctions for Violations

If at any time the WRA has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the WRA may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

1. Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and
2. Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE Utilization Form

BID:	NAME OF BIDDER:

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

___The Bidder/Offer is committed to a minimum of _____% DBE utilization on this contract.

___ The Bidder/Offeror (if unable to meet the DBE goal of %) is committed to a minimum of ___% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

_____

Name of Bidder

_____

Signature / Title

_____

Date

DBE Participation Schedule

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

DBE Participation Schedule

BID:	NAME OF BIDDER:

The undersigned Bidder/Offeror provides the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form:

DBE Identification and Information Form

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Performed Race and Gender of Firm

Name of Bidder

Signature / Title

Date

DBE Identification and Information Form (Continued)

Name and Address	Contact Name and Telephone Number	Participation Percent (Of Total Contract Value)	Description Of Work To Be Performed	Performed Race and Gender of Firm

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

BID:	NAME OF BIDDER:

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the Worcester Redevelopment Authority as:

Name of MBE/WBE/DBE Subcontractor:

_____

_____

Address:

City: _____State: _____Zip: _____

Please check all that apply:

Minority Business Enterprise (MBE): __, Women Business Enterprise (WBE): __, Disadvantaged Business Enterprise (DBE): __

The MBE /WBE /DBE status of the above named subcontractor is certified by the Commonwealth of Massachusetts Certification Program. The above named subcontractor is prepared to perform the work described in Bid #: _____ Section #: _____ in connection with the above contract upon execution of the bid and subsequent award of contract by the Worcester Redevelopment Authority. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total below.

Commitment Total: Amount **$ _____**

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the MBE/WBE/DBE subcontractor.

Affirmation

The above named MBE/ WBE/ DBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of MBE/ WBE/ DBE Subcontractor	**Name of Bidder**
Signature / Title	**Signature / Title**
Date	**Date**

Affidavit of Good Standing

BID:	NAME OF BIDDER:

The undersigned affirms that there has been no change in certification status under the Commonwealth of Massachusetts Certification Program since the last date of certification

Please check all that apply:

Minority Business Enterprise (MBE): _____ Date Certified:_____

Women Business Enterprise (WBE): _____ Date Certified:_____

Disadvantaged Business Enterprise (DBE): _____ Date Certified:_____

Name of MBE/ WBE/ DBE Subcontractor

Signature / Title

Date

ARTICLE 10 - EMPLOYEE PROTECTIONS - Applicability – See each section, 49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 18 U.S.C. § 874, 29 C.F.R. part 3, 40 U.S.C. §§3701-3708, 29 C.F.R. part 1926

Prevailing Wage and Anti-Kickback

Applies to Construction Contracts >$2,000

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards

Applies to Operations/Management/Subrecipients, Rolling Stock, Construction Contracts >$250,000

For all contracts in excess of $250,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

ARTICLE 11 - ENERGY CONSERVATION - Applies to All Procurements, 42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

ARTICLE 12 - FLY AMERICA - Applies to All Procurements involving foreign transport or travel by air, 49 U.S.C. § 40118, 41 C.F.R. part 301-10, 48 C.F.R. part 47.4

Fly America Requirements

12.1 Definitions. As used in this clause—

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

12.2 When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, WRAs, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

12.3 If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

12.4 In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]: _____

(End of statement)

12.5 The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

(End of Clause)

ARTICLE 13 - GOVERNMENT-WIDE DEBARMENT AND SUSPENSION - Applies to All Contracts >$25,000, 2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I) Executive Order 12549, Executive Order 12689

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

1. Debarred from participation in any federally assisted Award.
2. Suspended from participation in any federally assisted Award.
3. Proposed for debarment from participation in any federally assisted Award.
4. Declared ineligible to participate in any federally assisted Award.
5. Voluntarily excluded from participation in any federally assisted Award.
6. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WRA. If it is later determined by the WRA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the WRA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE 14 - LOBBYING RESTRICTIONS - Applies to All Contracts >$100,000, 31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J) 49 C.F.R. part 20

Lobbying Restrictions

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subWRAs shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature of Contractor's Authorized Official: _____

Name and Title of Contractor's Authorized Official: _____

Date: _____

ARTICLE 15 - NO GOVERNMENT OBLIGATION TO THIRD PARTIES - Applies to All Contracts

The WRA and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the WRA, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

ARTICLE 16 - PATENT RIGHTS AND RIGHTS IN DATA - Applies to Professional Services/A&E – Research & Development, 2 C.F.R. part 200, Appendix II (F) 37 C.F.R. part 401

Intellectual Property Rights This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the WRA intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

1. The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    a. Any subject data developed under the Contract, whether or not a copyright has been obtained;
    b. and Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
2. Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
3. Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and

employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

4. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
5. Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
6. The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

ARTICLE 17 - PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 18 - PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS - Applies to All Procurements, 49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ARTICLE 19 - PUBLIC TRANSPORTATION EMPLOYEE PROTECTIVE ARRANGEMENTS – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 20 - RECYCLED PRODUCTS - Applies to Operations/Management/Subrecipients; Construction; Materials and Supplies Procurements - EPA Selected Items >$10,000 Annually, 42 U.S.C. § 6962, 40 C.F.R. part 247, 2 C.F.R. part § 200.322

Recovered Materials the Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and

facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

ARTICLE 21 - SAFE OPERATION OF MOTOR VEHICLES - 23 U.S.C. part 402, Executive Order No. 13043 Executive Order No. 13513, U.S. DOT Order No. 3902.10

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company- A-60 rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or WRA.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

ARTICLE 22 - SCHOOL BUS OPERATIONS – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 23 - SEISMIC SAFETY - Professional Services - A&E & Construction for new buildings & additions, 42 U.S.C. 7701 et seq., 49 C.F.R. part 41, Executive Order (E.O.) 12699

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

ARTICLE 24 - SUBSTANCE ABUSE REQUIREMENTS – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 25 - TERMINATION - Applies to all contracts >$10,000 if 49 CFR part 18 applies, 2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

Termination for Convenience (General Provision)

The WRA may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the WRA's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to WRA to be paid the Contractor. If the Contractor has any property in its possession belonging to WRA, the Contractor will account for the same, and dispose of it in the manner WRA directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the WRA may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the WRA that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the WRA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The WRA, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to WRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from WR setting forth the nature of said breach or default, WRA shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude WRA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that WRA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by WRA shall not limit WRA's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The WRA, by written notice, may terminate this contract, in whole or in part, when it is in the WRA's interest. If this contract is terminated, the WRA shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRA may terminate this contract for default. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the WRA.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the WRA may terminate this contract for default. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of WRA goods, the Contractor shall, upon direction of the WRA, protect and preserve the goods until surrendered to the WRA or its agent. The Contractor and WRA shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the WRA.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, WRA may terminate this contract for default. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the WRA may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the WRA resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the WRA in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of WRA, acts of another contractor in the performance of a contract with WRA, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. The Contractor, within [10] days from the beginning of any delay, notifies WRA in writing of the causes of delay. If, in the judgment of WRA, the delay is excusable, the time for completing the work shall be extended. The judgment of WRA shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract.
3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of WRA.

Termination for Convenience or Default (Architect and Engineering)

The WRA may terminate this contract in whole or in part, for the WRA's convenience or because of the failure of the Contractor to fulfill the contract obligations. The WRA shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the WRA's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. WRA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the WRA, the WRA's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the WRA may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the WRA.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of WRA.

Termination for Convenience or Default (Cost-Type Contracts)

The WRA may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of WRA or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the WRA, or property supplied to the Contractor by the WRA. If the termination is for default, the WRA may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the WRA and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of WRA, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the WRA determines that the Contractor has an excusable reason for not performing, the WRA, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

ARTICLE 26 - VIOLATION AND BREACH OF CONTRACT - Applies to all Contracts >$250,000, 2 C.F.R. § 200.3262 C.F.R. part 200, Appendix II (A), Rights and Remedies of the WRA

The WRA shall have the following rights in the event that the WRA deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors.
2. The right to cancel this Contract as to any or all of the work yet to be performed.
3. The right to specific performance, an injunction or any other appropriate equitable remedy.
4. The right to money damages.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the WRA, the Contractor expressly agrees that no default, act or omission of the WRA shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the WRA directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the WRA will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the WRA takes action contemplated herein, the WRA will provide the Contractor with sixty (60) days written notice that the WRA considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

Disputes

Example 1: Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of WRA. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the WRA shall be binding upon the Contractor and the Contractor shall abide be the decision.

Example 2: The WRA and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the WRA and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the WRA's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by WRA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the WRA and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the WRA is located.

Rights and Remedies

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. No action or failure to act by the WRA or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

ARTICLE 27 - FEDERAL CHANGES - Applies to all Contracts, 49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

ARTICLE 28 - INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS - Applies to all Contracts

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular

4220.1.F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the WRA requests which would cause the WRA to be in violation of the FTA terms and conditions.

ARTICLE 29 - AMERICANS WITH DISABILITIES ACT (ADA) - Applies to All A&E; Operations/Management/Subrecipients; Rolling Stock; Construction; Materials and Supplies Contracts

ADA Access - This requirement applies to contracts for Architectural and Engineering Services. The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

ARTICLE 30 - CONFORMANCE WITH ITS NATIONAL ARCHITECTURE – NOT APPLICABLE TO THIS SOLICITATION

ARTICLE 31 - DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS - Applies to Construction Contracts Valued over $2,000

31.1 Minimum wages

31.1.1 All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 31.1.4 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under

paragraph 31.1.2 of this section and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

31.1.2

31.1.2.1 The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination.
2. The classification is utilized in the area by the construction industry.
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

31.1.2.2 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

31.1.2.3 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

31.1.2.4 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 31.1.2.2 or 31.1.2.3 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

31.1.3 Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

31.1.4 If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

31.1.5

31.1.5.1 The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

31.1.5.2 If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

31.1.5.3 In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

31.1.5.4 The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 31.1.5.2 or 31.1.5.3 of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

31.2 **Withholding** - The Worcester Redevelopment Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Worcester Redevelopment Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

31.3 Payrolls and basic records

31.3.1 Payroll and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address,

and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

31.3.2

31.3.2.1 The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Worcester Redevelopment Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

31.3.2.2 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

31.3.2.3 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 31.3.2.2 of this section.

31.3.2.4 The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

31.3.3 The contractor or subcontractor shall make the records required under paragraph 31.3.1 of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

31.4 Apprentices and Trainees

31.4.1 Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

31.4.2 Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed

on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

31.4.3 Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

31.5 **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

31.6 **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

31.7 **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

31.8 **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

31.9 **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

31.10 **Certificate of eligibility**

31.10.1 By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

31.10.2 No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

31.10.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

ARTICLE 32 - **VETERANS HIRING PREFERENCE -** 49 U.S.C. 5325(k) et seq., *Applies to Construction Contracts >$150,000*

Veterans Employment - WRAs and sub-WRAs of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to

any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

ARTICLE 33 - NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS - Applies to All Contracts in excess of $25,000, FTA Master Agreement §39(b)

If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Worcester Redevelopment Authority (WRA), which will promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the WRA is located. The Contractor must include an equivalent provision in its sub-agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement between the FTA and the WRA, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General. The Contractor must promptly notify the WRA, which will promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the WRA is located, if the Contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement with the WRA involving a principal, officer, employee, agent, or Third-Party Participant of the Contractor. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Contractor, including divisions tasked with law enforcement or investigatory functions.

ARTICLE 34 - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT - Applies to All Procurements, 2 CFR 200.216

The contractor is prohibited from obligating or expending Federal funds to:

34.1 Procure or obtain.

34.2 Extend or renew a contract to procure or obtain.

34.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment or services" is:

34.3.1 Telecommunications equipment provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)

34.3.2 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

34.3.3 Telecommunications or video surveillance services provided by such entities or using such equipment.

34.3.4 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The contractor shall not provide covered telecommunications equipment or services in the performance of this contract.

SECTION 01 01 00

SUMMARY OF WORK

The work to be performed under this specification shall include the furnishing of all labor, materials, equipment, and supervision necessary for the servicing of all elevators and lifts and their related equipment in the Union Station transit hub operated by the Worcester Redevelopment Authority (WRA).

The contractor is requested to quote an hourly rate and an overtime rate for emergency services. Service must be provided 24 hours per day, 365 days per year. All repair work will be on an as needed basis.

WRA must be notified of inspections by email, 48 hours prior to scheduled inspections. (Monthly & Annual)

All materials, supplies, parts, etc. required to be procured by the contractor for the faithful performance of this contract may be a charge to the WRA at a rate not to exceed 10% over the contractor's net cost.

No job will have more than one (1) person working at a time unless explicit permission is received by the WRA.

If the contractor provides more than one (1) person without prior authorization, it will be at the contractor's discretion and expense.

THESE SPECIFICATIONS INCLUDE:

- Scope of work
- Types of Elevators
- General requirements
- Description of work
- Materials and supplies needed
- Regulations for completed work
- Regulations for corrections to work
- Warranties/guarantees
- Request for estimates
- Requirements for service/invoices/overcharging
- Contact information
- One/two-hour service
- Requests for contract information
- Requests for worker information
- Regulations for subcontracted workers
- Hourly rate/overtime/discount

Please read through the entire set of specifications before filling in any information.

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 WRA for Union Station elevator/lift maintenance.

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 of the **(3) ELEVATORS** and **(2) LIFTS** and all other systems 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 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 WRA all expenses, losses and damages, as determined by the WRA, incurred in consequence of any defect, omission or mistake of the Contractor or his employees or his sub-contractors or their employees.

   A. *INSPECTION AND TESTS*
      Any material to be used on the work may be tested or inspected at any time by the WRA 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.

   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 shall be made without having prior written approval of the WRA.

A. *GENERAL*
Without invalidating the contract, the WRA 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 carried out 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.

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

- A written authorization for a change in the specifications or contract; or
- An approved formal change order executed by the WRA.

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 WRA 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.

7. *PROTECTION OF LIVES AND HEALTH*
A. *GENERAL*
The Contractor shall keep him/her self 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/her.

8. *CONTRACTOR RESPONSIBILITY, INDEMNIFICATION*
The Contractor shall indemnify and save harmless the WRA, 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/her 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 always safely guard the WRA property from injury or loss in connection with this contract and continuously maintain adequate protection of his/her work from damage.

The Contractor shall replace or make good any damage, loss or injury, unless caused by agents or employees of the WRA. 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 any damage which may result from their improper use, maintenance, or operation.

The Contractor shall take all responsibility for the work, shall bear all losses resulting to him/her 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/her discretion, without previous instructions from the City to prevent such threatened loss or injury. The Contractor shall notify the WRA immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the appropriate WRA representative.

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 WRA for the use of the Contractor, delivered at or in the vicinity of the place where the work is being done.

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

In the event that one or more elevator/lifts is out of service due to the failure of the Contractor to perform according to the contract, he/she shall reimburse the WRA 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 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 WRA.

10. *CONTRACTOR RESPONSIBILITIES*

The Contractor shall undertake at this own expense the following:

- Store his/her 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/her work or the work of any other Contractors or the City 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 people.

11. RECORDS

The contractors shall furnish and install in each machine room a 3-ring book containing not less than 200 ruled sheets. The book shall be marked Elevator/Lift Logbook, identifying the building and elevator/lift 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/lift logbook the following:

- Name of person performing the work
- Date of work
- A full description of the work performed.
- Copy of all inspection certificates (This is in addition to the copy the contractor is required to post in the car(s)

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 quarterly 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, review of machine room logbook.

13. COMPLETED WORK

- All work must be completed and tested.
- The elevator/lift must be left in full operating order.
- The elevator/lift must be left in a safe condition where no harm can come to any person because of a lack of ordinary care.
- The elevator/list's operation and conditions must be tested in the presence of a WRA representative.
- 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 the WRA representative.
- This must be noted on the order/service slip.

14. CORRECTIONS TO WORK
- If the WRA, at its sole discretion, states that the work performed by the vendor 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 WRA 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 WRA will cause this contract to be cancelled.

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 vendor to replace this part free of charge.

16. ESTIMATES

It will be required that the contractor provide the WRA 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

If the proposal 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 #
- Date of work
- Worker's complete name
- Complete description of the work & number of hours performing the work.

A COPY OF THE SLIP MUST BE EMAILED WITH THE INVOICE TO DPFAcctsPayable@worcesterma.gov and DelgadoA@worcesterma.gov.

18. *INVOICING REQUIREMENTS*

No invoice will be paid without the proper information attached. It will be required that all invoices be prepared in the following manner:

- The copy of the service slip must accompany the invoice.
- The WRA can only be invoiced after all the work has been completed.
- All pertinent information must be on the invoice.
  - Number of hours worked (Multiply this by the contracted hourly rate)
  - Any and all materials used for the job with their individual prices
  - Brief description of work that was done

A COPY OF THE SERVICE SLIP MUST BE EMAILED WITH THE INVOICE TO DPFAcctsPayable@worcesterma.gov and DelgadoA@worcesterma.gov.

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 discount price, the invoice must state the list price with the discount price that will be charged to the city.

It must be dated properly and accurately.

No payment will be made for work judged by the WRA to be unsatisfactory. When the problem is corrected, then the invoice will be processed.

19. MILEAGE

The WRA cannot be charged for any time, mileage fees or other costs while a tradesperson is traveling to and from the site. The vendor shall take into account this cost in his/her hourly rate when he/she bids. Time begins when the tradesperson arrives at the site and ends when he/she leaves the site.

20. OVERCHARGING (MATERIALS)

If the WRA has any questions as to the validity of an invoice, they will notify the vendor of this in writing. The vendor 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 vendor 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 vendor must quote a regular labor rate per hour for any work done between 7:00 A.M. and 4:00 P.M. Monday through Friday. For any work done

between 4:00 P.M. and 7:00 A.M. Monday through Friday and all-day Saturday the perspective bidder must quote an overtime rate, equal to one half the regular rate or less. This overtime rate will be at the contractor's discretion but cannot exceed the specified limit. 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 specified limit. The overtime rates are for emergencies only. No job will have more than one (1) man working at a time unless explicit permission is received from the WRA. If the contractor sends more than one (1) man, 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 WRA If any tradesperson from any other company or a non-specified worker from the contracted company is found on WRA property without permission, that person will be asked to leave the premises.

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, etc., as required by the WRA, of Union Station elevators, WC Lifts, 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/lift 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 vendor 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 cleaning of the door tracks, 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/lift car, tile floor covering, elevator/lift 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 and an annual inspection in preparation of the annual state inspection. The purpose of the annual inspection is to make sure that the 6 elevators and 2 lifts are ready for the inspection(s), and any repairs can be performed prior to the stage inspection.

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/she shall take necessary action to restore the 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 equipment in the best possible running order at all times.

The Contractor shall also maintain the efficiency, safety and speeds specified in the original 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/lifts 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 door tracks, 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 and tracks 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/lift 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 tracks and 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 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 WRA satisfaction, the Contractor shall correct the deficiencies and the WRA will withhold payment until acceptance of all portions of the work. 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 WRA shall be cause for immediate termination of the contract by the WRA.

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.

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/lift 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 equipment in safe and first-class operating conditions

5. *WORK PERFORMED ON OFF SHIFT HOURS*
When necessary, the WRA may require that scheduled maintenance work on some 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 WRA 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 requests from authorized representatives by telephone or otherwise at any time to restore any elevator/lift 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/she 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/lifts, which affect any component part of the elevator/lift equipment covered under the scope of the contract, and which will require repairs or adjustments to correct, the Contractor and his/her 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/lift damaged by misuse, and the extent of the damage.

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.

   The Contractor is responsible for installing the valid, passing state certificate in each elevator/lift promptly after State inspection and to send an electronic copy of said inspection certificate to DPFAcctsPayable@worcesterma.gov & BarrettT@worceserma.gov.

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 ensure 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. *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/lift system equipment.

Any replacement parts supplied at additional cost, which do not correct a system problem or are deemed unnecessary by the WRA, should 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.

12. *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.

13. *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 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/lifts.

The Contractor shall schedule all inspections of the Union Station elevators/lifts, as required by the Commonwealth of MA Department of Public Safety, City of Worcester and any other regulatory

entity.

One (1) week prior to a scheduled State inspection, the Contractor must inspect all components of the elevator/lifts. All deficiencies, along with a repair quote, must be emailed to Tom Barrett (barrettT@worcesterma.gov)) 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/lift.
- The contractor cannot charge the WRA 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 WRA for any weights that may be needed in order to test the elevator/lift 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 without markup. 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.

The Contractor shall be present during the 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 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.

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 WRA 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/lift system and shall calibrate and scale each governor for proper tripping speed. During such test, the elevator/lift 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.

14. *MONTHLY MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on a monthly basis on all 6 elevators and 2 lifts at Union Station.

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 WRA 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.
- 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 WRA Representative.

15. *ANNUAL MAINTENANCE AND INSPECTION REQUIREMENTS*

The Contractor shall perform the services defined in this section at regular intervals on an annual basis on all 6 elevators and 2 lifts at Union Sation.
Said services shall include:
- Perform all monthly 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 WRA Representative, upon completion of each annual inspection. Said report shall include the made and type of elevator/lift,

the building name, elevator/lift number, a description of the work performed on each elevator/lift, 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 WRA Representative.

CONTRACT INFORMATION

The contractor shall make no plans to repair any item in the building without the explicit permission of the WRA. For service calls or information this department will need contact sources. Service must be provided 24 hours per day/7 days per week.

REGULAR SERVICE CALLS

Primary Contact:	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	
Secondary Contact	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	

All calls must be returned within one hour.

AFTER HOURS/SATURDAY/SUNDAY/HOLIDAY CALLS

For emergency calls Monday through Friday, between 4 p.m. and 7 a.m. and Saturday, Sunday and legal holidays, the contact person(s) will be:

Primary Contact:	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	

Secondary Contact	
Person for requesting service:	
Person's title:	
Person's telephone #(s):	

All calls must be returned within one hour.

ONE/TWO HOUR SERVICE

It will be required that all calls for service be returned within one hour. It will be required that all emergency service repair work must commence within one hour of receiving a request for service by the WRA when a call is made between 7 a.m. and 4 p.m. Monday through Friday.

Contractor must email confirmation with expected on site arrival time. Work must be assessed and the repairs completed within 24 hours.

For calls made by the WRA for service during any other hours/days, all calls must be returned within one hour after receiving the call from the WRA. Work must be assessed and the repairs completed within 24 hours. This service must be provided on a 24 hour per day 7 days per week basis. If the contractor fails to respond in the required time period, this may be grounds for termination of this contract.

PLEASE ANSWER THE FOLLOWING QUESTIONS

COMPANY INFORMATION

Headquarters (see local branch if applicable)
MINIMUM – Company's principal business is elevator&lift repair

Company Name:			
Address:			
Telephone #(s):			
Fax #(s):			
President's Name:			
Local Branch		When was company started:	
Company Name:		MINIMUM – 10 years	

Address:			
		Gross income	
Telephone #(s):		For last fiscal year:	
Fax #(s):		Fiscal year ended:	
		MINIMUM - $300,000.00/yr.	

Employee information	
Number of employees (for company as a whole)	
Number of employees (locally)	
Number of employees (in office administration)	
Number of employees (in the field)	
MINIMUM – 3 Elevator Mechanics	

FOREMAN INFORMATION

Give name of appropriate foreman. The foreman will assist the City of Worcester in settling problems with workers, or with completed jobs. It is expected that this foreman will assign the worker(s) and coordinate jobs from start to completion. It is also expected that this person will be responsible for all price quotes.

Primary Foreman			
Name:		Title/position:	
# of years with company:		# of years' experience: MINIMUM – 10 YEARS	
LICENSE REQUIRED: MASSACHUSETTS ELEVATOR MECHANIC CERTIFICATE OF COMPETENCY (Photocopy required)			
State license #s:			
# of years licenses held:			
List any other licenses that are held:			
Give a brief description of work experience, type of equipment or jobs this person is familiar with:			

The WRA is requesting that at least one tradesperson be assigned to work in and on the building.

This will help to familiarize the worker with the building and its operations. It is acceptable to assign more than one worker. Photocopy this page and add additional information if necessary.

It will be required that any workman must show a valid license or identification card when it is asked of him/her.

TRADESPERSON INFORMATION

Primary Tradesperson			
Name:		Title/position:	
# of years with company:		# of years' experience: MINIMUM – 5 YEARS	
LICENSE REQUIRED: MASSACHUSETTS ELEVATOR MECHANIC CERTIFICATE OF COMPETENCY (Photocopy required)			
State license #s:			
# of years licenses held:			
List any other licenses that are held:			
Give a brief description of work experience, type of equipment or jobs this person is familiar with:			

It will be required that any worker must show a valid license or identification card when it is asked of him/her.

END OF SECTION