

BID PACKAGE COVER PAGE

**DEPARTMENT OF MENTAL HEALTH
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT
167 LYMAN ST.
WESTBOROUGH, MA 01581**

BID DOCUMENTS FOR:

**DMH PROJECT #2022-037A
INSTALLATION OF FIRE ALARM SYSTEM, GIFFORD BASEMENT
TAUNTON STATE HOSPITAL
60 HODGES AVENUE
TAUNTON, MA 02780**



BID PACKAGE

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INSTALLATION OF FIRE ALARM SYSTEM, GIFFORD BASEMENT
TAUNTON STATE HOSPITAL
60 HODGES AVE.
TAUNTON, MA 02780**

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**NOTICE TO CONTRACTORS
CLASSIFIED LEGAL ADVERTISEMENT**

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR HEALTH AND HUMAN SERVICES
DEPARTMENT OF MENTAL HEALTH – FACILITIES MANAGEMENT**

General Bids Submission Deadline: 2:00 P.M. Wednesday February 16, 2022

The Category of Work is: FIRE ALARM

Project Name: 2022-037A Installation of Fire Alarm System, Gifford Basement

Project Location: Taunton State Hospital 60 Hodges Ave. Taunton, MA 02780

Estimated Construction Cost: \$64,800

Removal of the existing fire alarm system located within the renovated area to accommodate the installation of a new 24 VDC closed-circuit, electrically supervised, addressable, analog, automatic fire alarm system within the renovated basement area.

Minimum rates of wages to be paid on the project have been determined by the Commissioner of the Division of Occupational Safety under the provisions of Sections 26 and 27, Chapter 149 of the General Laws and will be included in the bid package.

Proposals will ONLY be submitted online via COMMBUYS website by the General Bids Submission Deadline date on forms furnished by the Department of Mental Health (DMH) and clearly identified as a bid, endorsed with the name and address of the bidder, and the project name.

Each general bid proposal must be secured by an uploaded photocopy of an accompanying **deposit of 5%** of the total bid amount, including all alternates, in the form of a bid bond, a certified, treasurer's, or cashier's check issued by a responsible bank or trust company made payable to the Commonwealth of Massachusetts. Awarded vendor will then mail the original 5% deposit bond or check to the Department of Mental Health Engineering and Facilities Management Department at 167 Lyman Street Room 158 Westborough, MA 01581. The Department reserves the right to waive any informality in or reject any or all Bids if it is in the public interest to do so.

Plans and Specifications will **ONLY** be available at COMMBUYS from **01/26/2022 until bid opening as amended**. Bid must be submitted electronically on COMMBUYS by the General Bids Submission Deadline date above. If you have any questions or concerns with using COMMBUYS, please contact the COMMBUYS help desk at 617-720-3197 (8am - 5pm EST Monday thru Friday).

Pre-Bid Conference: A **NON-MANDATORY** Pre Bid Conference will be held at **10:00AM on Tuesday 2/8/2022**. Contractors should meet the **Project Engineer at the Front Entrance of Gifford Building at Taunton State Hospital located at 60 Hodges Ave, Taunton** to review and discuss project details. Please contact Fred Bergstrom, DMH project Engineer, at (508) 616-2245. **After attending the Non-Mandatory Pre- Bid Conference, all bidding questions must be submitted by E-mail to fred.e.bergstrom@mass.gov by 2PM Thursday 02/10/2022.**

Project Duration is estimated at two (2) months.

MBW/WBE Contractors are encouraged to inquire about this project.

**DEPARTMENT OF MENTAL HEALTH
BROOKE DOYLE, COMMISSIONER**

**DEPARTMENT OF MENTAL HEALTH
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT
167 LYMAN STREET
WESTBOROUGH, MASSACHUSETTS 01581**

**DMH Project #2022-037A
*INSTALLATION OF FIRE ALARM SYSTEM, GIFFORD BASEMENT
AT
TAUNTON STATE HOSPITAL
60 HODGES AVENUE
TAUNTON, MA 02780***

NOTICE OF NON-MANDATORY PRE-BID CONFERENCE

**ALL CONTRACTORS INTERESTED IN BIDDING ON THIS PROJECT ARE
HEREBY NOTIFIED OF A NON-MANDATORY PRE-BID CONFERENCE AND
WALK-THROUGH. COVID PRECAUTION & PRESCREENING ARE
REQUIRED PRIOR TO ENTERING THE BUILDING**

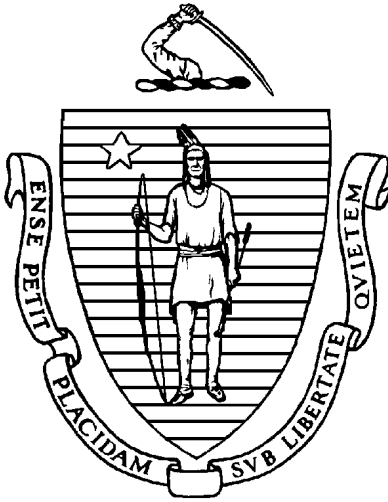
ON

TUESDAY FEBRUARY 8, 2022

AT

10:00 A.M.

**CONTRACTORS ARE TO MEET AT THE FRONT
ENTRANCE OF GIFFORD BUILDING AT
TAUNTON STATE HOSPITAL
60 HODGES AVENUE
TAUNTON, MASSACHUSETTS 02780**



BID PACKAGE

PART I

INSTRUCTIONS TO BIDDERS

For Projects with no Filed Sub Bidders

**2022- 037A Installation of Fire Alarm System, Gifford Basement
Taunton State Hospital
60 Hodges Ave.
Taunton, Massachusetts 02780**

Instructions to Bidders

Attachment A:
Prevailing Wage Rates Report

Attachment B: Forms Used During Bidding
Form for General Bid
Prevailing Wage Schedule – Bidder Acknowledgement Form



**COMMONWEALTH OF MASSACHUSETTS
INSTRUCTIONS TO BIDDERS**

Awarding Authority:

Department of Mental Health
Office of Engineering and Facilities Management
Hadley Building
167 Lyman Street
Westborough, MA 01581
Fred Bergstrom, DMH Project Engineer
Office Tel: (508) 616 – 2245

**Project Title: 2022- 037A Installation of Fire Alarm System, Gifford Basement
Taunton State Hospital
60 Hodges Ave.
Taunton, Massachusetts 02780**

Category of Work: FIRE ALARM

Project Description and Scope:

Removal of the existing fire alarm system located within the renovated area to accommodate the installation of a new 24 VDC closed-circuit, electrically supervised, addressable, analog, automatic fire alarm system within the renovated basement area.

Deadline for filing General bids is at: 2:00 PM Wednesday February 16, 2022

The minimum wage rate requirements for this Contract are located in Attachment A to these Instructions to Bidders.

Pursuant to M.G.L. c. 30, §39S(a) (2) all employees to be employed on the project must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration.

The Contractor must provide written verification as detailed in the General Conditions of compliance with Federal Department of Homeland Security

Requirements, including but not limited to the Employment Eligibility Verification (Form I-9) Process.

Bid forms for this Contract are located in Attachment B to these Instructions to Bidders.

COVID-19 Precaution Notice: Anyone attending site viewing(s) will be required to follow state and city precaution guidelines by wearing the necessary face mask and practicing safe distancing.

The estimated time for completion of the Work is two months, and will be specified in Article 2 of the Owner - Contractor Agreement for the successful bidder. Liquidated damages for failure to complete work on time is \$500 per day, and will be stated in Article 7 of the Owner - Contractor Agreement.

Bidding Documents must be obtained via COMMBUYS website. If you need assistance with COMMBUYS, please call the COMMBUYS help desk at (617) 720-3197. COMMBUYS Job Aids for Vendors on how to use COMMBUYS are available by clicking the link below.

<https://www.mass.gov/lists/job-aids-for-vendors-using-commbuys>

The filed subtrades for this project are as follows: (not applicable)

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.

SECTION I - BIDDER'S REPRESENTATION

1.1 Each general bidder or sub-bidder (hereinafter sometimes referred to as "Bidder") by making a bid or sub-bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited and examined the Site and the Contract Documents, that Bidder is familiar with the local conditions under which the Work is to be performed, that Bidder has correlated personal observations with the requirements of the Contract Documents, and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.

1.2 Failure to so examine the Contract Documents and the Site will not relieve any Bidder from any obligation under the Bid as submitted. Neither the Commonwealth nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

SECTION 2 -- GENERAL BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT (NOT APPLICABLE)

2.1 (not applicable) Every general bidder must submit the following with its general bid:

--A Prime/General Contractor Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder has been approved to bid on projects for the category of work required and that the Bidder has a single project limit in an amount no lower than the amount of its Bid including all "add" alternates.

--A fully completed Prime/General Contractor Update Statement.

2.2 (not applicable) It is the Bidder's responsibility to obtain the necessary forms from DCAMM and to submit its Application for Certificate of Eligibility so as to allow sufficient time for DCAMM's evaluation of the application and issuance of a Certificate of Eligibility prior to the deadline for bidding.

2.3 (not applicable) The Prime/General Contractor Update Statement is not a public record as defined in M.G.L. c. 4, § 7 and will not be open to public inspection.

SECTION 3 -- FILED SUB-BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT (NOT APPLICABLE)

3.1 (not applicable) Every filed sub-bidder must submit the following with each filed sub-bid:

--A Sub-Bidder Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance (DCAMM) for that sub-bid trade, showing that the sub-bidder has been approved to bid on projects of the category of work required.

--A fully completed Sub-Bidder Update Statement.

3.2 (not applicable) It is the sub-bidder's responsibility to obtain the necessary forms from DCAMM and to submit its Application for Sub-bidder Certificate of Eligibility so as to allow sufficient time for DCAMM's evaluation of the application and issuance of a Sub-Bidder Certificate of Eligibility prior to the deadline for bidding.

3.3 (not applicable) The Sub-Bidder Update Statement is not a public record as defined in M.G.L. c. 4, §7 and will not be open to public inspection.

SECTION 4 -- REQUESTS FOR INTERPRETATION

4.1 Any questions by prospective Bidders concerning interpretation of the Contract Documents must be E-mailed to fred.e.bergstrom@mass.gov by Thursday

February 10, 2022 by 2:00PM. The Awarding Authority will post any addenda or written interpretations on COMMBUYS that it deems necessary to Bidders at least 48 hours before the General Bids Submission Deadline Date. Bidders may NOT rely upon oral communications or interpretations from the Awarding Authority or the Designer and the Awarding Authority shall not be bound by them.

4.2 It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority on COMMBUYS, by Bidder.

4.3 Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.

SECTION 5 -- PREPARATION OF BIDS; ALTERNATES

5.1 General Bids shall be submitted on the Form for General Bid included in Attachment B to these Instructions to Bidders.

5.2 All entries on the Bid form shall be typewritten or in ink.

5.3 Where so indicated on the Bid form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.

5.4 Each general Bidder shall acknowledge all required alternates in Section C on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by the alternate. General Bidders shall enter on the Form for General Bid a single amount for each alternate that shall consist of the sub-Bidders' amounts and the amount for work performed by the general Bidder.

5.5 If an alternate includes work within the Bidder's scope of work and does not involve a change in the cost of the Bid, the Bidder shall so indicate by writing "No Change" or "N/C" or "0" in the space provided for that alternate.

5.6 The lowest Bidder will be determined on the basis of the sum of the base Bid and the accepted alternates.

5.7 (not applicable) If the space for indicating a requirement for payment and performance bonds for filed subcontractors is left blank by the general Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "No."

5.8 (not applicable) Costs for subcontractors' bond premiums shall be paid for by the general Contractor in accordance with M.G.L. c. 149, § 44F unless the project is a project

in which contractor and subcontractor prequalification are required pursuant to M.G.L. 149, §§ 44D1/2 or 44D3/4.

5.9 (not applicable) If the general Bidders are instructed to carry an amount for a given subtrade listed under Item 2, general Bidders shall list the subtrade and the amount provided by the Awarding Authority. The line under "bonds required" on the Form for General Bid should be left blank or marked "N/A" in order for subsection 5.10 to apply.

5.10 (not applicable) Upon solicitation of a subcontractor to perform the work required with respect to a subtrade referenced in subsection 5.9, the general Bidder's Contract Price shall be adjusted by the following: a) the difference between the subcontract amount and the amount carried in the general Bid; b) the total cost of the subcontractor's bonds, if the general Bidder requires such bonds after the solicitation is completed and if the general Bidder complied with 5.9 above; c) the documented increased costs for the general Bidder's bonds, if any, attributable to the incremental difference between the amount carried for the given subtrade and the actual subcontract amount.

5.11 (not applicable) Overhead and profit for supervision of the subtrade mentioned in subsections 5.9 and 5.10 above shall be included by all general Bidders in Item 1 of the subdivision of the Contract Price. No additional overhead or profit will be paid on the incremental difference between the amount carried for the subtrade and the subcontract amount as stated in M.G.L. c. 149, § 44F(4)(a)(2).

5.12 (not applicable) Sub-Bidders should not list Paragraph E sub-subcontractors unless requested to do so by the Awarding Authority.

5.13 Each general Bid ~~and each Bid of a filed subcontractor~~ must be accompanied by a bid deposit in the form of a bid bond; cash; or a check certified by, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Commonwealth of Massachusetts. Any bid bond shall be (a) in a form satisfactory to the Awarding Authority, (b) with a surety company qualified to do business in the Commonwealth and (c) conditioned upon the faithful performance by the principal of the agreements contained in the Bid.

5.14 The amount of such bid deposit shall be **5% five per cent** of the value of the Bid including alternates.

SECTION 6 - SUBMISSION OF BIDS

6.1 Each general Bid, **including a photocopy of the bid deposit** shall be uploaded into COMMBUYS.

General Bid for:

**Project Title: 2022- 037A Installation of Fire Alarm System, Gifford Basement
Taunton State Hospital
60 Hodges Ave.
Taunton, Massachusetts 02780**

General Bidders name, business address, and telephone number.

6.2 All Bids must be received by the Awarding Authority via the COMMBUYS Website no later than the **Deadline for Filing General Bid date** specified on page two of these Instructions to Bidders. Any Bid received after this deadline date and time will not be accepted.

SECTION 7 - WITHDRAWAL OF BIDS; REJECTION OF BIDS

7.1 Any Bid may be withdrawn prior by emailing Fred Bergstrom at **fred.e.bergstrom@mass.gov** prior to the **Deadline for filing General Bid date on page two.**

7.2 A Bidder may withdraw its Bid without penalty by emailing Fred Bergstrom at **fred.e.bergstrom@mass.gov** at any time up to the time of Award as defined below in subsection 9.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit.

7.3 The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

SECTION 8 - MBE AND WBE PARTICIPATION (not applicable)

SECTION 9 -- CONTRACT AWARD

9.1 "Award" means the determination, selection, and notification of the lowest, responsible and eligible Bidder by the Awarding Authority.

9.2 The Awarding Authority will award the Contract within thirty (30) days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids in accordance with M.G.L. c.149 §44A.

9.3 The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority, except in the event of substitution as provided under M.G.L. c.149, §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

9.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the general Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under (i) M.G.L. c.149 §44A and following sections, (ii) the rules, regulations, orders, guidelines and policies promulgated from time to time by the Commissioner of the Division of Capital Asset Management and Maintenance ("DCAMM") and (iii) any other relevant criteria that the Commissioner may prescribe. If the Awarding Authority determines that any non-filed subcontractor chosen by a Bidder is not qualified or responsible, then the Bidder shall obtain another subcontractor satisfactory to Awarding Authority and the contract price shall not be adjusted.

9.5 The general Bid price shall be the price set forth in paragraph C of the Form for General Bid. No general Bid shall be rejected (i) because the sum of the prices set forth in Item 1 and 2 does not equal the general Bid price set forth in said paragraph C or (ii) because of one or more errors in setting forth the name, the sub-Bid price of a sub-Bidder, or the total of Item 2, provided that the sub-Bidder or sub-Bidders designated are clearly identifiable, or (iii) because the plans and specifications do not accompany the Bid or are not submitted with the Bid.

9.6 Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.

9.7 The Awarding Authority also reserves the right to reject any sub-Bid if it determines that such sub-Bid does not represent the Bid of a person competent to perform the work as specified, or if fewer than three sub-Bids are received for a sub-trade, and the Bid prices are not reasonable for acceptance without further competition.

9.8 If the Awarding Authority decides to reject all general Bids or if the Awarding Authority does not receive any general Bids, the Awarding Authority may retain and use the sub-Bids received for a second opening of general Bids; provided, however, that there are no changes in the work involved for the subtrades for which the sub-Bids are so retained and used; and provided, further, that the Awarding Authority shall obtain the consent of each sub-Bidder included in any award of a general Contract made pursuant to

the second opening of general Bids if such award is not made within ninety days, Saturdays, Sundays and legal holidays excluded, after the opening of such sub-Bids.

SECTION 10 - EXECUTION OF CONTRACTS

10.1 If a selected filed sub-Bidder fails, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a Subcontract by the general Bidder to which the Contract was awarded, to perform its agreement to execute a Subcontract in the form provided by the Awarding Authority with such general Bidder contingent upon the execution of the general Contract, and, if requested to do so by such general Bidder in the general Bid, to furnish payment and Performance Bonds as stated in its filed sub-Bid, such general Bidder and the Awarding Authority shall select from the other filed sub-Bids duly filed with the Awarding Authority for such sub trade and not rejected the lowest responsible and eligible filed sub-Bidder at the amount named in its filed sub-Bid as so filed against whose standing and ability the general Contractor makes no objection, and the Contract price shall be adjusted by the difference between the amount of such filed sub-bid and the amount of the sub-bid of the delinquent filed sub-Bidder.

10.2 Upon receipt of the Award, the general Bidder awarded the Contract shall submit a properly executed original of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority.

- Owner-Contractor Agreement
- 50% Payment Bond with power of attorney attached
- Certificates of Insurance evidencing coverages in amounts required by the Contract Documents
- Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

-Written representation by the General Contractor to the effect that it has presented subcontracts to all selected filed sub-Bidders and a statement as to whether or not each such selected filed sub-Bidder has executed its subcontract such that the Awarding Authority may release the Bid deposit with respect to the same. **Misrepresentation of the foregoing shall render the general Contractor liable to the Awarding Authority for the sum of any Bid deposit released by the Awarding Authority with respect to a filed sub-Bidder that fails to execute its subcontract.**

10.3 Please note that no part of the General Contractor's work may be subcontracted without the prior written approval of the Awarding Authority. If the General Contractor desires to subcontract any part of the Work, other than work covered by Item 2, filed sub-Bidders, the General Contractor must promptly forward to the Awarding Authority a list in triplicate designating the work to be performed and the name of each proposed subcontractor for approval by the Awarding Authority. Approved subcontractors are eligible for direct payments under M.G.L. 30, § 39F, as amended. Material suppliers

not involving site labor need not be submitted for approval.

SECTION 11 - RETURN OF BID DEPOSITS

11.1 If no award is made, upon the expiration of the time prescribed in M.G.L. c. 149, § 44A for making an award; except that, if any general Bidder fails to perform its agreement to execute the Contract and furnish a 50% Payment Bond as stated in its Bid, then said general Bidder's Bid deposit shall become the property of the Commonwealth as liquidated damages; provided that the amount of the Bid deposit that becomes the property of the Commonwealth shall not exceed the difference between the Contractor's Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general Bidder, such general Bidder's Bid deposit shall be returned.

11.2 If a selected sub-Bidder fails to perform its agreement to execute a sub-contract with the general Bidder selected as the general Contractor, contingent upon the execution of the General Contract, and, if requested to do so in the general Bid by such general Bidder, to furnish a Performance and Payment Bonds as stated in its sub-Bid in accordance with M.G.L. c. 149, § 44F(2), the Bid deposit of such sub-Bidder shall become the property of the Commonwealth as liquidated damages, provided that the amount of the Bid deposit that shall become the property of the Commonwealth shall not exceed the difference between its sub-Bid price and the sub-Bid price of the next lowest responsible and eligible sub-Bidder.

11.3 In addition to the provisions for the return of Bid deposits as provided above, upon receipt of a Bid Bond in an amount not less than the amount of the required Bid deposit, the Awarding Authority shall return any Bid deposit of a Bidder forthwith after the public opening of Bids.

ATTACHMENT A

PREVAILING WAGE SCHEDULE/OSHA 10 HRS ACKNOWLEDGEMENT

The minimum wage rates provided in the following pages have been provided by the Division of Occupational Safety of the Massachusetts Department of Labor and Workforce Development. The Awarding Authority is not responsible for errors or omissions in such wage rates.

M.G.L. c. 149, §§ 26 and 27 provide as follows:

" . . . 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.

. . . 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 twenty-six, 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"

Wage Request Number: 20211229-007

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course 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 it will comply fully with all laws and regulations applicable to awards made subject to section 39M of Chapter 30 of the General Laws.

Bidder acknowledges receipt of the most recent prevailing wage rates and has incorporated said rates into their proposed bid(s).

Signature: _____

Name and Title: _____



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Department of Mental Health
Contract Number: 2022-037A **City/Town:** TAUNTON
Description of Work: Removal of existing fire alarm system located within renovated area to accommodate installation of a 24 VDC closed-circuit, electrically supervised, addressable, analog, automatic fire alarm system.
Job Location: Gifford Bldg Taunton State Hospital 60 Hodges Ave.

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						

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

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2021	\$55.01	\$11.39	\$21.57	\$0.00	\$87.97
<i>BRICKLAYERS LOCAL 3 (FOXBORO)</i>	02/01/2022	\$55.59	\$11.39	\$21.57	\$0.00	\$88.55

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Foxboro

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.51	\$11.39	\$21.57	\$0.00	\$60.47
2	60	\$33.01	\$11.39	\$21.57	\$0.00	\$65.97
3	70	\$38.51	\$11.39	\$21.57	\$0.00	\$71.47
4	80	\$44.01	\$11.39	\$21.57	\$0.00	\$76.97
5	90	\$49.51	\$11.39	\$21.57	\$0.00	\$82.47

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.80	\$11.39	\$21.57	\$0.00	\$60.76
2	60	\$33.35	\$11.39	\$21.57	\$0.00	\$66.31
3	70	\$38.91	\$11.39	\$21.57	\$0.00	\$71.87
4	80	\$44.47	\$11.39	\$21.57	\$0.00	\$77.43
5	90	\$50.03	\$11.39	\$21.57	\$0.00	\$82.99

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2021	\$44.18	\$8.58	\$19.82	\$0.00	\$72.58
	03/01/2022	\$44.78	\$8.58	\$19.82	\$0.00	\$73.18
	09/01/2022	\$45.43	\$8.58	\$19.82	\$0.00	\$73.83
	03/01/2023	\$46.03	\$8.58	\$19.82	\$0.00	\$74.43

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.09	\$8.58	\$1.73	\$0.00	\$32.40
2	60	\$26.51	\$8.58	\$1.73	\$0.00	\$36.82
3	70	\$30.93	\$8.58	\$14.63	\$0.00	\$54.14
4	75	\$33.14	\$8.58	\$14.63	\$0.00	\$56.35
5	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
6	80	\$35.34	\$8.58	\$16.36	\$0.00	\$60.28
7	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43
8	90	\$39.76	\$8.58	\$18.09	\$0.00	\$66.43

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.39	\$8.58	\$1.73	\$0.00	\$32.70
2	60	\$26.87	\$8.58	\$1.73	\$0.00	\$37.18
3	70	\$31.35	\$8.58	\$14.63	\$0.00	\$54.56
4	75	\$33.59	\$8.58	\$14.63	\$0.00	\$56.80
5	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
6	80	\$35.82	\$8.58	\$16.36	\$0.00	\$60.76
7	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97
8	90	\$40.30	\$8.58	\$18.09	\$0.00	\$66.97

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$30.19/ 3&4 \$36.28/ 5&6 \$55.87/ 7&8 \$62.01

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 3
Effective Date - 04/01/2021

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

Effective Date - 04/01/2022

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

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$17.63/ 3&4 \$19.95/ 5&6 \$27.22/ 7&8 \$29.54

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING
BRICKLAYERS LOCAL 3 (FOXBORO)

01/01/2020

\$44.67

\$12.75

\$22.41

\$0.62

\$80.45

Apprentice - CEMENT MASONRY/PLASTERING - Foxboro
Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.34	\$12.75	\$15.41	\$0.00	\$50.50
2	60	\$26.80	\$12.75	\$17.41	\$0.62	\$57.58
3	65	\$29.04	\$12.75	\$18.41	\$0.62	\$60.82
4	70	\$31.27	\$12.75	\$19.41	\$0.62	\$64.05
5	75	\$33.50	\$12.75	\$20.41	\$0.62	\$67.28
6	80	\$35.74	\$12.75	\$21.41	\$0.62	\$70.52
7	90	\$40.20	\$12.75	\$22.41	\$0.62	\$75.98

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2021	\$52.86	\$8.45	\$22.90	\$0.00	\$84.21
	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PAINTER Local 35 - BRIDGES/TANKS
Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$8.45	\$0.00	\$0.00	\$34.88
2	55	\$29.07	\$8.45	\$6.22	\$0.00	\$43.74
3	60	\$31.72	\$8.45	\$6.78	\$0.00	\$46.95
4	65	\$34.36	\$8.45	\$7.35	\$0.00	\$50.16
5	70	\$37.00	\$8.45	\$19.51	\$0.00	\$64.96
6	75	\$39.65	\$8.45	\$20.08	\$0.00	\$68.18
7	80	\$42.29	\$8.45	\$20.64	\$0.00	\$71.38
8	90	\$47.57	\$8.45	\$21.77	\$0.00	\$77.79

Effective Date - 01/01/2022

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

Notes:

Steps are 750 hrs.

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

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

For apprentice rates see "Apprentice- LABORER"

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

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

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

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

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.46	\$10.90	\$0.52	\$0.00	\$28.88
2	45	\$19.65	\$10.90	\$0.59	\$0.00	\$31.14
3	50	\$21.83	\$10.90	\$0.65	\$0.00	\$33.38
4	55	\$24.01	\$10.90	\$6.28	\$0.00	\$41.19
5	60	\$26.20	\$10.90	\$6.77	\$0.00	\$43.87
6	65	\$28.38	\$10.90	\$7.24	\$0.00	\$46.52
7	70	\$30.56	\$10.90	\$7.73	\$0.00	\$49.19
8	75	\$32.75	\$10.90	\$8.21	\$0.00	\$51.86

Notes:

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2021	\$63.47	\$15.88	\$19.31	\$0.00	\$98.66
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.74	\$15.88	\$0.00	\$0.00	\$47.62
2	55	\$34.91	\$15.88	\$19.31	\$0.00	\$70.10
3	65	\$41.26	\$15.88	\$19.31	\$0.00	\$76.45
4	70	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
5	80	\$50.78	\$15.88	\$19.31	\$0.00	\$85.97

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.81	\$16.03	\$0.00	\$0.00	\$48.84
2	55	\$36.09	\$16.03	\$20.21	\$0.00	\$72.33
3	65	\$42.65	\$16.03	\$20.21	\$0.00	\$78.89
4	70	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17
5	80	\$52.50	\$16.03	\$20.21	\$0.00	\$88.74

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2021	\$44.43	\$15.88	\$19.31	\$0.00	\$79.62
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$45.93	\$16.03	\$20.21	\$0.00	\$82.17

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$46.53	\$13.75	\$15.80	\$0.00	\$76.08
	05/01/2022	\$47.86	\$13.75	\$15.80	\$0.00	\$77.41
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$48.06	\$13.75	\$15.80	\$0.00	\$77.61
	05/01/2022	\$49.22	\$13.75	\$15.80	\$0.00	\$78.77
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2021	\$23.16	\$13.75	\$15.80	\$0.00	\$52.71
	05/01/2022	\$23.83	\$13.75	\$15.80	\$0.00	\$53.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$41.76	\$14.00	\$16.05	\$0.00	\$71.81
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$24.50	\$9.10	\$16.64	\$0.00	\$50.24
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2021	\$49.38	\$8.58	\$20.12	\$0.00	\$78.08
	03/01/2022	\$50.18	\$8.58	\$20.12	\$0.00	\$78.88

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - FLOORCOVERER - Local 2168 Zone I
Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.69	\$8.58	\$1.79	\$0.00	\$35.06
2	55	\$27.16	\$8.58	\$1.79	\$0.00	\$37.53
3	60	\$29.63	\$8.58	\$14.75	\$0.00	\$52.96
4	65	\$32.10	\$8.58	\$14.75	\$0.00	\$55.43
5	70	\$34.57	\$8.58	\$16.54	\$0.00	\$59.69
6	75	\$37.04	\$8.58	\$16.54	\$0.00	\$62.16
7	80	\$39.50	\$8.58	\$18.33	\$0.00	\$66.41
8	85	\$41.97	\$8.58	\$18.33	\$0.00	\$68.88

Effective Date - 03/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.09	\$8.58	\$1.79	\$0.00	\$35.46
2	55	\$27.60	\$8.58	\$1.79	\$0.00	\$37.97
3	60	\$30.11	\$8.58	\$14.75	\$0.00	\$53.44
4	65	\$32.62	\$8.58	\$14.75	\$0.00	\$55.95
5	70	\$35.13	\$8.58	\$16.54	\$0.00	\$60.25
6	75	\$37.64	\$8.58	\$16.54	\$0.00	\$62.76
7	80	\$40.14	\$8.58	\$18.33	\$0.00	\$67.05
8	85	\$42.65	\$8.58	\$18.33	\$0.00	\$69.56

Notes: Steps are 750 hrs.
 % After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$32.59/ 3&4 \$39.26/ 5&6 \$59.69/ 7&8 \$66.41

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98

Notes:

Apprentice to Journeyworker Ratio:1:3

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$28.26	\$14.00	\$0.00	\$0.00	\$42.26
2	60	\$30.83	\$14.00	\$16.05	\$0.00	\$60.88
3	65	\$33.40	\$14.00	\$16.05	\$0.00	\$63.45
4	70	\$35.97	\$14.00	\$16.05	\$0.00	\$66.02
5	75	\$38.54	\$14.00	\$16.05	\$0.00	\$68.59
6	80	\$41.10	\$14.00	\$16.05	\$0.00	\$71.15
7	85	\$43.67	\$14.00	\$16.05	\$0.00	\$73.72
8	90	\$46.24	\$14.00	\$16.05	\$0.00	\$76.29

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2020	\$43.66	\$10.90	\$14.66	\$0.00	\$69.22
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For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
	06/01/2022	\$37.06	\$9.10	\$16.64	\$0.00	\$62.80
	12/01/2022	\$37.91	\$9.10	\$16.64	\$0.00	\$63.65
	06/01/2023	\$38.81	\$9.10	\$16.64	\$0.00	\$64.55
	12/01/2023	\$39.71	\$9.10	\$16.64	\$0.00	\$65.45
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.16	\$9.10	\$16.64	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SOUTHERN MASS)</i>	09/01/2021	\$46.50	\$13.80	\$17.14	\$0.00	\$77.44
	09/01/2022	\$48.95	\$13.80	\$17.14	\$0.00	\$79.89

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Southern MA

Effective Date - 09/01/2021

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

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$13.80	\$12.42	\$0.00	\$50.70
2	60	\$29.37	\$13.80	\$13.36	\$0.00	\$56.53
3	70	\$34.27	\$13.80	\$14.31	\$0.00	\$62.38
4	80	\$39.16	\$13.80	\$15.25	\$0.00	\$68.21

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 37</i>	03/16/2021	\$42.46	\$7.70	\$17.10	\$0.00	\$67.26
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Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - IRONWORKER - Local 37
Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	70	\$29.72	\$7.70	\$17.10	\$0.00	\$54.52
2	75	\$31.85	\$7.70	\$17.10	\$0.00	\$56.65
3	80	\$33.97	\$7.70	\$17.10	\$0.00	\$58.77
4	85	\$36.09	\$7.70	\$17.10	\$0.00	\$60.89
5	90	\$38.21	\$7.70	\$17.10	\$0.00	\$63.01
6	95	\$40.34	\$7.70	\$17.10	\$0.00	\$65.14

Notes:
Apprentice to Journeyworker Ratio:1:4
JACKHAMMER & PAVING BREAKER OPERATOR
LABORERS - ZONE 2

12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95

For apprentice rates see "Apprentice- LABORER"

LABORER
LABORERS - ZONE 2

12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Apprentice - LABORER - Zone 2
Effective Date - 12/01/2021

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

Effective Date - 06/01/2022

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

Notes:
Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
Apprentice - LABORER (Heavy & Highway) - Zone 2 Effective Date - 12/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.25	\$9.10	\$16.64	\$0.00	\$46.99
2	70	\$24.79	\$9.10	\$16.64	\$0.00	\$50.53
3	80	\$28.33	\$9.10	\$16.64	\$0.00	\$54.07
4	90	\$31.87	\$9.10	\$16.64	\$0.00	\$57.61
<div>Notes:</div>						
Apprentice to Journeyworker Ratio:1:5						
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.50	\$9.10	\$16.70	\$0.00	\$61.30
	06/01/2022	\$36.40	\$9.10	\$16.70	\$0.00	\$62.20
	12/01/2022	\$37.25	\$9.10	\$16.70	\$0.00	\$63.05
	06/01/2023	\$38.15	\$9.10	\$16.70	\$0.00	\$63.95
	12/01/2023	\$39.05	\$9.10	\$16.70	\$0.00	\$64.85
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
LABORERS - ZONE 2	06/01/2022	\$36.31	\$9.10	\$16.64	\$0.00	\$62.05
	12/01/2022	\$37.16	\$9.10	\$16.64	\$0.00	\$62.90
	06/01/2023	\$38.06	\$9.10	\$16.64	\$0.00	\$63.80
	12/01/2023	\$38.96	\$9.10	\$16.64	\$0.00	\$64.70
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	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS	08/01/2021	\$43.69	\$11.39	\$20.30	\$0.00	\$75.38
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$44.16	\$11.39	\$20.30	\$0.00	\$75.85

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

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.30	\$0.00	\$53.54
2	60	\$26.21	\$11.39	\$20.30	\$0.00	\$57.90
3	70	\$30.58	\$11.39	\$20.30	\$0.00	\$62.27
4	80	\$34.95	\$11.39	\$20.30	\$0.00	\$66.64
5	90	\$39.32	\$11.39	\$20.30	\$0.00	\$71.01

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.30	\$0.00	\$53.77
2	60	\$26.50	\$11.39	\$20.30	\$0.00	\$58.19
3	70	\$30.91	\$11.39	\$20.30	\$0.00	\$62.60
4	80	\$35.33	\$11.39	\$20.30	\$0.00	\$67.02
5	90	\$39.74	\$11.39	\$20.30	\$0.00	\$71.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

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

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.24	\$0.00	\$62.22
2	60	\$34.30	\$11.39	\$22.24	\$0.00	\$67.93
3	70	\$40.02	\$11.39	\$22.24	\$0.00	\$73.65
4	80	\$45.74	\$11.39	\$22.24	\$0.00	\$79.37
5	90	\$51.45	\$11.39	\$22.24	\$0.00	\$85.08

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.87	\$11.39	\$22.24	\$0.00	\$62.50
2	60	\$34.64	\$11.39	\$22.24	\$0.00	\$68.27
3	70	\$40.42	\$11.39	\$22.24	\$0.00	\$74.05
4	80	\$46.19	\$11.39	\$22.24	\$0.00	\$79.82
5	90	\$51.97	\$11.39	\$22.24	\$0.00	\$85.60

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	03/01/2021	\$39.42	\$8.58	\$21.57	\$0.00	\$69.57
	01/03/2022	\$40.67	\$8.58	\$21.57	\$0.00	\$70.82
	01/02/2023	\$41.92	\$8.58	\$21.57	\$0.00	\$72.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 03/01/2021						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.68	\$8.58	\$5.72	\$0.00	\$35.98
2	65	\$25.62	\$8.58	\$17.93	\$0.00	\$52.13
3	75	\$29.57	\$8.58	\$18.98	\$0.00	\$57.13
4	85	\$33.51	\$8.58	\$20.01	\$0.00	\$62.10
Effective Date - 01/03/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.37	\$8.58	\$5.72	\$0.00	\$36.67
2	65	\$26.44	\$8.58	\$17.93	\$0.00	\$52.95
3	75	\$30.50	\$8.58	\$18.98	\$0.00	\$58.06
4	85	\$34.57	\$8.58	\$20.01	\$0.00	\$63.16
<div>Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours</div>						
Apprentice to Journeyworker Ratio:1:5						
<hr/>						
MORTAR MIXER	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2021	\$23.48	\$14.00	\$16.05	\$0.00	\$53.53
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2021	\$28.44	\$14.00	\$16.05	\$0.00	\$58.49
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	07/01/2021	\$52.86	\$8.45	\$22.90	\$0.00	\$84.21
PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Apprentice - PAINTER Local 35 - BRIDGES/TANKS**Effective Date - 07/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.43	\$8.45	\$0.00	\$0.00	\$34.88
2	55	\$29.07	\$8.45	\$6.22	\$0.00	\$43.74
3	60	\$31.72	\$8.45	\$6.78	\$0.00	\$46.95
4	65	\$34.36	\$8.45	\$7.35	\$0.00	\$50.16
5	70	\$37.00	\$8.45	\$19.51	\$0.00	\$64.96
6	75	\$39.65	\$8.45	\$20.08	\$0.00	\$68.18
7	80	\$42.29	\$8.45	\$20.64	\$0.00	\$71.38
8	90	\$47.57	\$8.45	\$21.77	\$0.00	\$77.79

Effective Date - 01/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *

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

07/01/2021	\$43.76	\$8.45	\$22.90	\$0.00	\$75.11
01/01/2022	\$44.56	\$8.65	\$23.05	\$0.00	\$76.26
07/01/2022	\$45.76	\$8.65	\$23.05	\$0.00	\$77.46
01/01/2023	\$46.96	\$8.65	\$23.05	\$0.00	\$78.66
07/01/2023	\$48.16	\$8.65	\$23.05	\$0.00	\$79.86
01/01/2024	\$49.36	\$8.65	\$23.05	\$0.00	\$81.06
07/01/2024	\$50.56	\$8.65	\$23.05	\$0.00	\$82.26
01/01/2025	\$51.76	\$8.65	\$23.05	\$0.00	\$83.46

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

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

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.88	\$8.45	\$0.00	\$0.00	\$30.33
2	55	\$24.07	\$8.45	\$6.22	\$0.00	\$38.74
3	60	\$26.26	\$8.45	\$6.78	\$0.00	\$41.49
4	65	\$28.44	\$8.45	\$7.35	\$0.00	\$44.24
5	70	\$30.63	\$8.45	\$19.51	\$0.00	\$58.59
6	75	\$32.82	\$8.45	\$20.08	\$0.00	\$61.35
7	80	\$35.01	\$8.45	\$20.64	\$0.00	\$64.10
8	90	\$39.38	\$8.45	\$21.77	\$0.00	\$69.60

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.28	\$8.65	\$0.00	\$0.00	\$30.93
2	55	\$24.51	\$8.65	\$6.27	\$0.00	\$39.43
3	60	\$26.74	\$8.65	\$6.84	\$0.00	\$42.23
4	65	\$28.96	\$8.65	\$19.06	\$0.00	\$56.67
5	70	\$31.19	\$8.65	\$19.63	\$0.00	\$59.47
6	75	\$33.42	\$8.65	\$20.20	\$0.00	\$62.27
7	80	\$35.65	\$8.65	\$20.77	\$0.00	\$65.07
8	90	\$40.10	\$8.65	\$21.91	\$0.00	\$70.66

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2021	\$41.82	\$8.45	\$22.90	\$0.00	\$73.17
PAINTERS LOCAL 35 - ZONE 2	01/01/2022	\$42.62	\$8.65	\$23.05	\$0.00	\$74.32
	07/01/2022	\$43.82	\$8.65	\$23.05	\$0.00	\$75.52
	01/01/2023	\$45.02	\$8.65	\$23.05	\$0.00	\$76.72
	07/01/2023	\$46.22	\$8.65	\$23.05	\$0.00	\$77.92
	01/01/2024	\$47.42	\$8.65	\$23.05	\$0.00	\$79.12
	07/01/2024	\$48.62	\$8.65	\$23.05	\$0.00	\$80.32
	01/01/2025	\$49.82	\$8.65	\$23.05	\$0.00	\$81.52

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint**Effective Date - 07/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.91	\$8.45	\$0.00	\$0.00	\$29.36
2	55	\$23.00	\$8.45	\$6.22	\$0.00	\$37.67
3	60	\$25.09	\$8.45	\$6.78	\$0.00	\$40.32
4	65	\$27.18	\$8.45	\$7.35	\$0.00	\$42.98
5	70	\$29.27	\$8.45	\$19.51	\$0.00	\$57.23
6	75	\$31.37	\$8.45	\$20.08	\$0.00	\$59.90
7	80	\$33.46	\$8.45	\$20.64	\$0.00	\$62.55
8	90	\$37.64	\$8.45	\$21.77	\$0.00	\$67.86

Effective Date - 01/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *

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

07/01/2021	\$42.36	\$8.45	\$22.90	\$0.00	\$73.71
01/01/2022	\$43.16	\$8.65	\$23.05	\$0.00	\$74.86
07/01/2022	\$44.36	\$8.65	\$23.05	\$0.00	\$76.06
01/01/2023	\$45.56	\$8.65	\$23.05	\$0.00	\$77.26
07/01/2023	\$46.76	\$8.65	\$23.05	\$0.00	\$78.46
01/01/2024	\$47.96	\$8.65	\$23.05	\$0.00	\$79.66
07/01/2024	\$49.16	\$8.65	\$23.05	\$0.00	\$80.86
01/01/2025	\$50.36	\$8.65	\$23.05	\$0.00	\$82.06

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW**Effective Date - 07/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$8.45	\$0.00	\$0.00	\$29.63
2	55	\$23.30	\$8.45	\$6.22	\$0.00	\$37.97
3	60	\$25.42	\$8.45	\$6.78	\$0.00	\$40.65
4	65	\$27.53	\$8.45	\$7.35	\$0.00	\$43.33
5	70	\$29.65	\$8.45	\$19.51	\$0.00	\$57.61
6	75	\$31.77	\$8.45	\$20.08	\$0.00	\$60.30
7	80	\$33.89	\$8.45	\$20.64	\$0.00	\$62.98
8	90	\$38.12	\$8.45	\$21.77	\$0.00	\$68.34

Effective Date - 01/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)

PAINTERS LOCAL 35 - ZONE 2

07/01/2021	\$40.42	\$8.45	\$22.90	\$0.00	\$71.77
01/01/2022	\$41.22	\$8.65	\$23.05	\$0.00	\$72.92
07/01/2022	\$42.42	\$8.65	\$23.05	\$0.00	\$74.12
01/01/2023	\$43.62	\$8.65	\$23.05	\$0.00	\$75.32
07/01/2023	\$44.82	\$8.65	\$23.05	\$0.00	\$76.52
01/01/2024	\$46.02	\$8.65	\$23.05	\$0.00	\$77.72
07/01/2024	\$47.22	\$8.65	\$23.05	\$0.00	\$78.92
01/01/2025	\$48.42	\$8.65	\$23.05	\$0.00	\$80.12

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$8.45	\$0.00	\$0.00	\$28.66
2	55	\$22.23	\$8.45	\$6.22	\$0.00	\$36.90
3	60	\$24.25	\$8.45	\$6.78	\$0.00	\$39.48
4	65	\$26.27	\$8.45	\$7.35	\$0.00	\$42.07
5	70	\$28.29	\$8.45	\$19.51	\$0.00	\$56.25
6	75	\$30.32	\$8.45	\$20.08	\$0.00	\$58.85
7	80	\$32.34	\$8.45	\$20.64	\$0.00	\$61.43
8	90	\$36.38	\$8.45	\$21.77	\$0.00	\$66.60

Effective Date - 01/01/2022

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2021	\$35.41	\$9.10	\$16.64	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25

Apprentice to Journeyworker Ratio:1:5

PIPELAYER	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY)	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
LABORERS - ZONE 2 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PLUMBER & PIPEFITTER	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
PLUMBERS & PIPEFITTERS LOCAL 51						

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 08/30/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.60	\$10.15	\$2.50	\$0.00	\$31.25
2	50	\$23.25	\$10.15	\$2.50	\$0.00	\$35.90
3	60	\$27.89	\$10.15	\$8.80	\$0.00	\$46.84
4	70	\$32.54	\$10.15	\$14.08	\$0.00	\$56.77
5	80	\$37.19	\$10.15	\$17.60	\$0.00	\$64.94

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

PNEUMATIC CONTROLS (TEMP.)	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
PLUMBERS & PIPEFITTERS LOCAL 51						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
	06/01/2022	\$37.31	\$9.10	\$16.64	\$0.00	\$63.05
	12/01/2022	\$38.16	\$9.10	\$16.64	\$0.00	\$63.90
	06/01/2023	\$39.06	\$9.10	\$16.64	\$0.00	\$64.80
	12/01/2023	\$39.96	\$9.10	\$16.64	\$0.00	\$65.70
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$36.41	\$9.10	\$16.64	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	12/01/2021	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	01/01/2022	\$25.75	\$9.76	\$4.00	\$0.00	\$39.51
	12/01/2022	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	01/01/2023	\$26.40	\$10.26	\$4.75	\$0.00	\$41.41
	12/01/2023	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	01/01/2024	\$27.00	\$10.76	\$5.45	\$0.00	\$43.21
	12/01/2024	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
	01/01/2025	\$27.60	\$11.26	\$6.15	\$0.00	\$45.01
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Dampproofg) <i>ROOFERS LOCAL 33</i>	08/01/2021	\$47.03	\$12.28	\$18.15	\$0.00	\$77.46
	02/01/2022	\$48.46	\$12.28	\$18.15	\$0.00	\$78.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.52	\$12.28	\$4.56	\$0.00	\$40.36
2	60	\$28.22	\$12.28	\$18.15	\$0.00	\$58.65
3	65	\$30.57	\$12.28	\$18.15	\$0.00	\$61.00
4	75	\$35.27	\$12.28	\$18.15	\$0.00	\$65.70
5	85	\$39.98	\$12.28	\$18.15	\$0.00	\$70.41

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.23	\$12.28	\$4.56	\$0.00	\$41.07
2	60	\$29.08	\$12.28	\$18.15	\$0.00	\$59.51
3	65	\$31.50	\$12.28	\$18.15	\$0.00	\$61.93
4	75	\$36.35	\$12.28	\$18.15	\$0.00	\$66.78
5	85	\$41.19	\$12.28	\$18.15	\$0.00	\$71.62

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2021	\$47.28	\$12.28	\$18.15	\$0.00	\$77.71
ROOFERS LOCAL 33	02/01/2022	\$48.71	\$12.28	\$18.15	\$0.00	\$79.14
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER	08/01/2021	\$51.95	\$13.80	\$25.60	\$2.74	\$94.09
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Apprentice - SHEET METAL WORKER - Local 17-A**Effective Date - 08/01/2021**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$21.82	\$13.80	\$6.01	\$0.00	\$41.63
2	42	\$21.82	\$13.80	\$6.01	\$0.00	\$41.63
3	47	\$24.42	\$13.80	\$11.26	\$1.48	\$50.96
4	47	\$24.42	\$13.80	\$11.26	\$1.48	\$50.96
5	52	\$27.01	\$13.80	\$12.23	\$1.59	\$54.63
6	52	\$27.01	\$13.80	\$12.48	\$1.60	\$54.89
7	60	\$31.17	\$13.80	\$13.87	\$1.77	\$60.61
8	65	\$33.77	\$13.80	\$14.84	\$1.87	\$64.28
9	75	\$38.96	\$13.80	\$16.77	\$2.09	\$71.62
10	85	\$44.16	\$13.80	\$18.20	\$2.28	\$78.44

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2021	\$62.45	\$10.00	\$21.25	\$0.00	\$93.70

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.86	\$10.00	\$11.99	\$0.00	\$43.85
2	40	\$24.98	\$10.00	\$12.70	\$0.00	\$47.68
3	45	\$28.10	\$10.00	\$13.41	\$0.00	\$51.51
4	50	\$31.23	\$10.00	\$14.13	\$0.00	\$55.36
5	55	\$34.35	\$10.00	\$14.84	\$0.00	\$59.19
6	60	\$37.47	\$10.00	\$15.55	\$0.00	\$63.02
7	65	\$40.59	\$10.00	\$16.26	\$0.00	\$66.85
8	70	\$43.72	\$10.00	\$16.98	\$0.00	\$70.70
9	75	\$46.84	\$10.00	\$17.69	\$0.00	\$74.53
10	80	\$49.96	\$10.00	\$18.40	\$0.00	\$78.36

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2020	\$36.86	\$10.90	\$12.45	\$0.00	\$60.21

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2020

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

Notes: See Electrician Apprentice Wages

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3***

TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.25	\$0.00	\$61.69
2	60	\$33.65	\$11.39	\$22.25	\$0.00	\$67.29
3	70	\$39.26	\$11.39	\$22.25	\$0.00	\$72.90
4	80	\$44.87	\$11.39	\$22.25	\$0.00	\$78.51
5	90	\$50.48	\$11.39	\$22.25	\$0.00	\$84.12

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.34	\$11.39	\$22.25	\$0.00	\$61.98
2	60	\$34.01	\$11.39	\$22.25	\$0.00	\$67.65
3	70	\$39.68	\$11.39	\$22.25	\$0.00	\$73.32
4	80	\$45.34	\$11.39	\$22.25	\$0.00	\$78.98
5	90	\$51.01	\$11.39	\$22.25	\$0.00	\$84.65

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
	06/01/2022	\$36.56	\$9.10	\$16.64	\$0.00	\$62.30
	12/01/2022	\$37.41	\$9.10	\$16.64	\$0.00	\$63.15
	06/01/2023	\$38.31	\$9.10	\$16.64	\$0.00	\$64.05
	12/01/2023	\$39.21	\$9.10	\$16.64	\$0.00	\$64.95
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	12/01/2021	\$35.66	\$9.10	\$16.64	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	08/30/2021	\$46.49	\$10.15	\$19.95	\$0.00	\$76.59
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$5.11	\$0.00	\$51.45
5	80	\$39.56	\$9.25	\$5.19	\$0.00	\$54.00
6	85	\$42.03	\$9.25	\$5.26	\$0.00	\$56.54
7	90	\$44.51	\$9.25	\$7.34	\$0.00	\$61.10

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77

Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)
Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.
 *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
 **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

ATTACHMENT B:
Forms Used During Bidding

- 1) Form for General Bid
- 2) Bidder Check list
- 3) Prevailing Wage Schedule/OSHA 10 Hours Acknowledgement (Attachment A)

**Executive Office for Health and Human Services
Department of Mental Health
Office of Engineering and Facilities Management
Hadley Building
167 Lyman Street
Westborough, MA 01581
Fred Bergstrom, DMH Project Engineer
Office Tel: (508) 616-2245**



**COMMONWEALTH OF MASSACHUSETTS
FORM FOR GENERAL BID**

**2022- 037A Installation of Fire Alarm System, Gifford Basement
Taunton State Hospital
60 Hodges Ave.
Taunton, Massachusetts 02780**

The following **must** be uploaded into **COMMBUYS** as part of this bid:

1. A photocopy of the Bid deposit meeting the requirements of Section 5.13 and 5.14 of the Instructions to Bidders uploaded into COMMBUYS.
2. **(Not Applicable)** Complete Statement of Prior Relevant Experience, Facilities, Equipment, References and any other information called for as further set forth in Project Specifications.
3. Prevailing Wage Schedule/OSHA 10 Hours Acknowledgement (See Attachment A)

FORM FOR GENERAL BID

To the Awarding Authority: **DEPARTMENT OF MENTAL HEALTH (DMH)**

A. The undersigned proposes to furnish all labor and materials required for

Project Name: **2022- 037A Installation of Fire Alarm System, Gifford Basement
Taunton State Hospital
60 Hodges Ave.
Taunton, Massachusetts 02780**

in accordance with the accompanying plans and specifications prepared by Fred Bergstrom, DMH Project Engineer, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered: (please indicate by checking the box of each addenda number)

☐ No. 1 ☐ No. 2 ☐ No. 3 ☐ No. 4 ☐ No. 5 ☐ No. 6

C. The proposed contract price is:

_____ (total bid in words)

dollars (\$_____).

For Alternate No. 1: Add \$_____ Subtract \$_____

For Alternate No. 2: Add \$_____ Subtract \$_____

For Alternate No. 3: Add \$_____ Subtract \$_____

Name of General Bidder: _____

D. The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a 50% payment bond from a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

Bid Amount	Payment Bond Required	Performance Bond Required
Bid up to \$150,000	50% Payment Bond	No Performance Bond Required
Bid over \$150,000	100% Payment Bond	100% Performance Bond

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course 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 it will comply fully with all laws and regulations applicable to awards made subject to section 39M of Chapter 30 of the General Laws.

The undersigned further certifies under the 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 in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, Owner - Contractor Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.

The undersigned further certifies under the penalties of perjury that:

- 1) this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
- 2) we are the only persons interested in this proposal;
- 3) that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid to refrain from bidding or to influence the amount of the bid of any other person or corporation;
- 4) that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that it shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority.

Date _____, 2022.

(Name of General Bidder)

By _____
(Typed/Printed Name of Person & Title)

By _____
(Signed Name of Person)

(Business Address, City, State)

(Telephone Number)

(E-mail address)

The following information is furnished by the Bidder for the information of the Department of Mental Health.

Bidders Vendor Code / FEIN # _____

Is Bidder a corporation? ____ If so, incorporated in what state? _____

President _____

Secretary or Clerk _____

Treasurer _____

If Bidder is a foreign corporation, is it registered to do business in Massachusetts? _____

If Bidder is a foreign corporation and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the corporation is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

Is Bidder a general partnership or joint venture? ____ If so, name each partner or venturer _____

Is Bidder a limited partnership? _____

Is Bidder registered in Massachusetts? ____ If so, name each general partner _____

If Bidder is a foreign limited partnership and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the partnership is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation _____

State of incorporation _____

President _____

Secretary or Clerk _____

Treasurer _____

Name of corporation _____

State of incorporation _____

President _____

Secretary or Clerk _____

Treasurer _____

Is Bidder an individual? _____

Residence Address _____

Name under which Bidder does business _____

Business Address _____

If selected Bidder is an individual doing business under a different name then Bidder must furnish evidence of any required DBA filing.

BIDDER CHECKLIST

This is not a contract document. It is provided to help bidders avoid common mistakes that can result in the rejection of bids. It does not modify the Contract Documents.

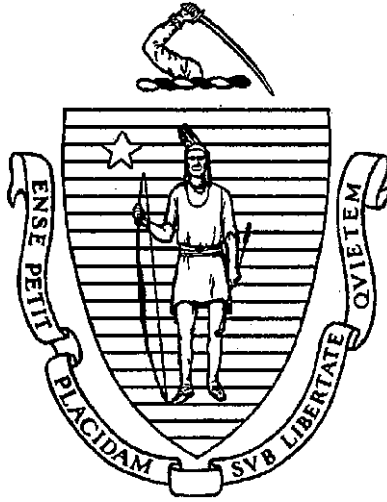
*****Please note that all BID documents must be uploaded into COMMBUYS*****

To ensure that your bids are acceptable to the Department, and are not rejected due to errors or omissions, we are providing this Checklist for your convenience. It does not modify the Contract Documents.

- ☐ 1. Have you used the correct bid form provided in Attachment B ~~(and Attachment C if applicable)~~ to the Instructions to Bidders?
- ☐ 2. Have you properly identified the project, architect, etc., on your bid form?
- ☐ 3. Have you acknowledged receipt of the most current prevailing Wage Rates and/or Truck Rates which have been provided by the Awarding Authority? (Done by completing the bottom of Attachment A in this Part 1 packet.)
- ☐ 4. Are your bid amounts, as expressed in figures and words, consistent?
The amount expressed in words will control.
- ☐ 5. Have you acknowledged all addenda issued by placing the number of each addenda on the Bid Form and followed the instructions contained in each one?
- ☐ 6. If you are a General Bidder, have you responded to every alternate? ~~If you are a sub-bidder, have you responded to all of these alternates identified as applying to the filed sub-bid section you are bidding on?~~
- ☐ 7. If you are a general bidder ~~or a sub-bidder~~ affected by an alternate and an alternate price is requested and you estimate that there is no change in price, did you indicate by writing "no change", "N/C", or "0" ? Failure to provide a price, no change, N/C or 0 for an alternate by general bidders and sub-bidders when identified as part of a sub-bidders scope of work will result in rejection of your bid.
- ☐ 8. ~~If you are a sub-bidder and the alternate does not affect your category of work, have you left the alternate blank or written "N/A" and only "N/A" ?~~
- ☐ 9. ~~If you are a sub-bidder and the bid documents request that you supply the name of the firm(s) that will do certain work identified as sub-subcontract paragraph E work, have you completed the Paragraph E section.~~
- ☐ 10. Have you added any information not called for, acknowledged an addendum that does not exist, or provided a price for an alternate not identified as part of your scope of work which can result in rejection of your bid?
- ☐ 11. Is your Bid Form **SIGNED** and dated?
- ☐ 12. **BID DEPOSITS**
 - ☐ a. **Have you uploaded your Bid Deposit onto COMMBUYS and FEDEXed your original bid bond to arrive prior to the bid opening date?**
 - ☐ b. Is your bid deposit, if in the form of a bid bond, issued from a bonding company licensed to do business in the Commonwealth of Massachusetts? **Is it signed by the contractor and the bonding company?**
 - ☐ c. Is your bid deposit made payable to the Commonwealth of Massachusetts? **Bid deposits made payable to any other entity may cause the bid to be rejected.**
 - ☐ d. Is your bid deposit five (5%) of the highest possible bid amount, considering all alternates being accepted in order?
- ☐ 13. If you are a General Contractor, have you included your current DCAMM Certificate of Eligibility and a completed, signed DCAMM Update Statement.
- ☐ 14. If you are a Sub-Contractor, have you included your current Certificate of Eligibility and a completed, signed DCAMM Update Statement?
- ☐ 15. Are all of your bid materials **uploaded into COMMBUYS** exactly as provided in the Instructions to Bidders?
- ☐ 16. Your bid **MUST** be **uploaded into COMMBUYS** prior to the deadline!

DOCUMENTS TO UPLOAD TO COMMBUYS CHECKLIST

- ☐ 1. **GENERAL BID FORM (PART 1 Attachment B)**
- ☐ 2. ~~SUB BID FORM (PART 1 Attachment C – NOT APPLICABLE)~~
- ☐ 3. **WAGE RATES ACKNOWLEDGEMENT (PART 1 ATTACHMENT A)**
(Complete the bottom of Attachment A in this Part 1 packet.)
- ☐ 4. **5% BID BOND**
- ☐ 5. ~~GENERAL CONTRACTOR – DCAMM UPDATE STATEMENT~~
- ☐ 6. ~~GENERAL CONTRACTOR – DCAMM CERTIFICATE OF ELIGIBILITY~~
- ☐ 7. ~~SUB CONTRACTOR – DCAMM UPDATE STATEMENT (NOT APPLICABLE)~~
- ☐ 8. ~~SUB CONTRACTOR – DCAMM CERTIFICATE OF ELIGIBILITY (NOT APPLICABLE)~~
- ☐ 9. ~~GENERAL CONTRACTOR – CHPT. 30 MassDOT PREQUALIFICATION STATEMENT (NOT APPLICABLE)~~



BID PACKAGE

PART II

Forms for Contract Execution

- Executive Order 481
- Executive Order 504 (2 pages)
- Owner- Contractor Agreement
- 50% Payment Bond
- Prompt Payment Discount
- Certificate of Compliance with State Tax Laws and With Unemployment Compensation Contribution Requirements
- Certificate of Compliance with Employment Eligibility Verification Requirements (I-9)
- Request for Taxpayer Identification Number and Certification (W-9) (2 pages)
- Commonwealth of Massachusetts Contractor Authorized Signatory Listing (2 pages)
- Electronic Funds Transfer Sign Up Form
- Insurance Document Required - Proof of Insurance amounts per Part 3 General Conditions of the Contract

**Forms are for Reference Only
To be used for contract award and execution**

Issued March
2007

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION
PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS



CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Contractor Authorizing Signature

Date: _____

Print Name

Title: _____

Telephone: _____

Fax: _____

Email: _____

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

Executive Order 504 Contractor Certification Form

BIDDER/CONTRACTOR LEGAL NAME:

BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE:

Executive Order 504: For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies available at www.mass.gov/ITD under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;

(2) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;

(5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c)

provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Bidder/Contractor Name: _____

Bidder/Contractor Authorized Signature: _____

Print Name and Title of Authorized Signatory: _____

Date: _____

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Contractor's Vendor Code Number: _____



**COMMONWEALTH OF MASSACHUSETTS
STANDARD CONTRACT**

OWNER - CONTRACTOR AGREEMENT

Awarding Authority: **DEPARTMENT OF MENTAL HEALTH**

Department Code **DMH**

This agreement ("Contract") is made as of the ____ day of _____ by and between the **Department of Mental Health** acting by and through the Awarding Authority identified above with a principal place of business at **167 Lyman St., Westborough, MA 01581**, and _____, a **Contractor** with a principal place of business at _____ hereinafter called the "Contractor".

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:

Article 1. Scope of Work. The Work under this Contract is defined as all work required by the Contract Documents for the **Installation of Fire Alarm System, Gifford Basement at Taunton State Hospital 60 Hodges Avenue Taunton, MA 02780.**

Article 2. Time for Completion. The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall bring work to substantial completion within **two months**.

Article 3. Contract Price. The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of *** Dollars***(\$).

The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s): N/A

Article 4. Approved Subcontractors. No Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

Article 5. Certifications. Pursuant to M.G.L. c. 62(c), §49 (a), the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently debarred from doing public construction work by any agency of the United States Government.

Article 6. The Contract Documents: The following documents form the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Advertisement
- The Instructions to Bidders, Including Schedule of Prevailing Wages
- The General Bid submitted by the Contractor
- This Owner – Contractor Agreement
- The General Conditions of the Contract
- The Supplementary General Conditions [Note: the term "Supplementary General Conditions" may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement
- Any other document that the State Agency deems necessary

Article 7. Liquidated Damages. For the purposes of Article 6 of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

\$500.00/day

Article 8. Contractor's and Awarding Authority's Representatives. The Contractor's Representative for this Contract is _____. The

person administering this Contract on behalf of the Awarding Authority (the "Administrator") is **Fred Bergstrom, Project Engineer**

Article 9. Notices. Notices to the Contractor shall be deemed given when hand delivered to the Contractor's Representative in person, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Owner - Contractor Agreement, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Owner - Contractor Agreement and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

Article 10. Minority/Women Workforce Utilization Percentages: The applicable goals, for minority and women workforce utilization established for this Contract are as follows:

The applicable minority workforce utilization percentage, if any, is N/A .
The applicable women workforce utilization percentage, if any, is N/A .

Article 11. Additional Insurance Provisions.

N/A

The insurance requirements set forth in Article 7 of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.

CONTRACTOR:

By: _____ Date _____

Name: _____

Title: _____

AWARDING AUTHORITY: DEPARTMENT OF MENTAL HEALTH (DMH)

By executing this Agreement, the undersigned authorized signatory of the Awarding Authority, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that all the applicable provisions of M.G.L. c. 30, §39M and M.G.L. c149 , have been complied with.

Name (printed): Paul Truax _____ Date _____

Name (signed): _____

Title: Director, Office of Engineering & Facilities Management _____

PAYMENT BOND

Know all men by these presents, that

as principal, and _____
as surety, are held and firmly bound unto the Commonwealth of Massachusetts in the
sum of _____

in lawful money of the United States of America, to be paid to the Commonwealth of
Massachusetts, for which payments, well and truly to be made, we bind ourselves, our
respective heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

Whereas, the said principal has made a Contract with the Commonwealth acting
through its _____ ("Awarding Authority")
bearing date of _____, 20____, for the construction of
Project No. _____ Contract No. _____
Project Name _____

Now 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 in said Contract and in any
and all duly authorized modifications, alterations, extensions of time, changes or
additions to said Contract 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 purpose or items set out in, and to be subject to,
provisions of Massachusetts General Laws Chapter 30, section 39A, and Chapter 149,
section 29, as amended, then this obligation shall become null and void; otherwise it shall
remain in full force and virtue.

In witness whereof we hereunto set our hand and seals this _____ day of
_____, 20____.

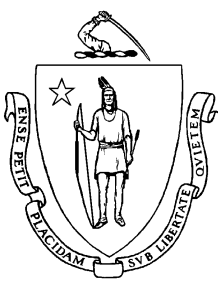
(Seal)
(Print Name of General Contractor)

(Seal)
(Print Name of Surety)

By _____
(Signature - Title)

(Signature - Title)

Surety Address _____



COMMONWEALTH OF MASSACHUSETTS
Prompt Pay Discount Form
(Invoice discounts for receiving fast payments)

Revised 3/9/07

Bidder Name: _____
Vendor Code (VCUST): _____
Contract/RFR Number(s): _____

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% - 10 Days
4% - 15 Days
3% - 20 Days
2% - 30 Days

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION
REQUIREMENTS**

Pursuant to M.G.L., Ch. 62C, s. 49A and M.G.L., Ch. 151A, s. 19A, I,

_____ authorized signatory for

_____ whose principal place of business is at

_____ do hereby certify

under penalties of perjury that _____ has filed all
state tax returns and paid all taxes as required by law and has complied with all state laws
pertaining to contributions to the unemployment compensation fund and to payments in
lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

_____.

Signed under the penalties of perjury the _____ day of _____
20 ____.

Signature: _____

Name and Title: _____

**Applicable to All DCAM Construction Projects
To Be Executed by GC/CMGC/All Subcontractors**

I, _____ authorized signatory for
Print Name

do hereby certify under penalties of perjury that Company shall comply with Federal Department of Homeland Security Requirements in hiring any and all "Employees" to be employed in the Project who are required to be listed in the certified payroll reports for the Project. Such compliance shall include, but not be limited to the faithful completion of the Federal Department of Homeland Security Form I-9 process by Company for each of its Employees. Company shall require each of its subcontractors to execute and provide to Company a Certificate of Compliance with Employment Eligibility Verification Requirements with the execution of each subcontract.

In addition, Company is aware that the certified payroll report form submitted by Company to DCAM contains a statement that the Form I-9 process was faithfully completed for each employee listed on that certified payroll report. Company thus acknowledges that it and all of its subcontractors will be required to certify that the Form I-9 process was faithfully completed for all Employees listed on each certified payroll report.

Project Title: _____

Signed under the pains and penalties of perjury the _____ day of _____ 20____

Name and Title: _____

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

Business name, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶-----

Legal Address: number, street, and apt. or suite no.

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ()

Fax # ()

Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□□□

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

DUNS

□□□□□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No ____ Yes ____ If yes, **in compliance with** the State Ethics Commission **requirements**.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –

The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at www.ccr.gov. Any entity that does not have a DUNS number can apply for one on-line at www.DNB.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹ The minor ²
3. Custodian account of a minor (Uniform Gift to Minors Act)	The grantor-trustee ¹
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Page 1 of 2

Issued May

2004



CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: The second page of this form must be completed and notarized for each person listed in the table below. Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title:

Telephone:

Fax:

Email:

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Page 2 of 2

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X _____

Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER

Electronic Funds Transfer (EFT) Authorization Agreement

Complete this form to enroll, modify, or terminate an existing in electronic funds transfer (EFT) agreement with the Commonwealth of Massachusetts Departments.

PART I: REASON FOR SUBMISSION – See Instructions on Page 2				
New Enrollment	Change Enrollment	Cancel Enrollment	Document Included: Voided Check Bank Letter	
PART II: ACCOUNT HOLDER INFORMATION- See Instructions on Page 2				
Account Holder Legal Name:			DBA Name:	
Street Address:		City:	State:	Zip Code:
Account Holder Tax Identification Number (9 digits EIN or SSN)		EIN:	SSN:	
PART III: FINANCIAL INSTITUTION INFORMATION- See Instructions on Page 2				
Financial Institution Name:				
Routing Number (only nine digits):		Account Number:	Account Type (Checking or Saving):	
IF YOU ARE MODIFYING BANKING INFORMATION, YOU MUST INCLUDE YOUR OLD BANK INFORMATION OR YOUR REQUEST WILL BE RETURNED				
Old Financial Institution Name:				
Old Routing Number (only 9 digits):		Old Account Number:	Old Account Type(Checking or Saving):	
PART IV: VENDOR/CUSTOMER CONTACT INFORMATION: This is the person we will contact for any questions regarding this EFT – See Instructions on Page 2				
Contact Person's Name:		Contact Person's Title:		
Contact Person's Phone:		Contact Person's Email Address:		
PART V: AUTHORIZATION- See Instructions on Page 2				

By signing below, I hereby certify that the account(s) indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the Commonwealth of Massachusetts to initiate, change, or cancel credit entries to the account(s) as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

- ☐ I affirm that payments authorized by this agreement are not to an account that is subject to being transferred to a foreign bank account.
- ☐ I affirm that payments authorized by this agreement are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller (CTR) has received written notification from either me or an authorized officer of the organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

Account Holder must sign and mail this EFT form and include a confirmation of account information on bank letterhead or a void check and mail to the Commonwealth Department you are doing business with.

Account Holder Authorized Signature:	Print Name: Title	Date:
--------------------------------------	--------------------------	-------

PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT – See Instructions on Page 2

I hereby certify the Vendor/Customer is an authorized signatory and verified by internal records and verbal confirmation initiated by our department.

VCC/VCM Document ID:

Three letter Department Code:

Signature: _____

Title: _____

Date: _____

Print Name: _____

Phone # _____

INSTRUCTIONS FOR COMPLETING THE EFT AUTHORIZATION AGREEMENT

All EFT requests are subject to a 5 (five) day pre-certification period in which all accounts are verified by the qualifying financial institution before any direct deposits are made.

PART I: REASON FOR SUBMISSION

Indicate your reason for completing this form by checking the appropriate box: New EFT enrollment, a change to your EFT enrollment account information, or cancellation of your EFT enrollment.

PART II: ACCOUNT HOLDER INFORMATION

- Account Holder Name: Enter the accounts holder legal name (individual or business name), as reported
- to the Internal Revenue Service (IRS).
- DBA Name: Enter the DBA name if applicable.
- Street Address: Enter the account holder's street address.
- Enter the account holder's city, state, and zip code.
- Account Holder Tax Identification Number: Enter the tax identification number as reported to the IRS. If the business is a group, organization or corporation, provide the Federal employer identification number (EIN). If enrolling as an individual provide your Social Security Number.

PART III: FINANCIAL INSTITUTION INFORMATION

- Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
 - **NOTE:** The account name to which EFT payments will be paid is to the name submitted on Part II of this form.
- Routing Number: Enter the bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Account Number: Enter the account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the account type (Checking or Saving).
- If account holder is changing the banking information, you must provide OLD banking information.
- Old Financial Institution Name: Enter your Financial Institution's name (this is the name of the bank or qualifying depository that will receive the funds).
- Old Routing Number: Enter the Old bank or financial institutional nine-digit routing number, including applicable leading zeros.
- Old Account Number: Enter the Old account holder's account number with the financial institution, including applicable leading zeros.
- Account Type: Enter the Old account type (Checking or Saving).
 - **NOTE:** Supporting bank documents must be in the account holder legal name only.
- If you do not submit this information, your EFT authorization agreement will be returned without further processing.

PART IV: CONTACT INFORMATION

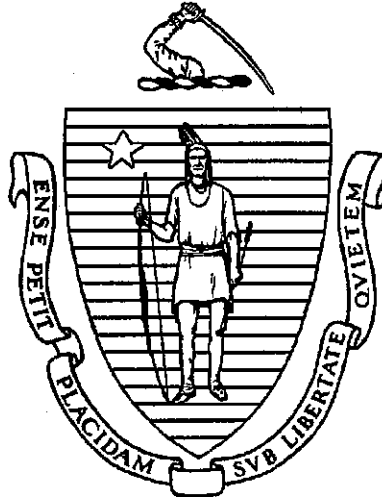
- Enter the name and title of a contact person who can answer questions about the information submitted on this EFT form.
- Enter the contact person's telephone number. Enter the contact person's e-mail address.

PART V: AUTHORIZATION

- By your signature on this form, you are certifying that the account is drawn in the Name of an Individual, or the Legal Business Name of the person or entity who has sole control of the account to which EFT deposits are made.
- The EFT authorization form must be signed and dated by the same account holder name in Part II and include a title and telephone number.
- Mail this form with the original signature in black or blue ink (no facsimile signatures can be accepted) to the Commonwealth Department that you doing business with.

PART VI: VERIFICATION FROM THE COMMONWEALTH DEPARTMENT

By your signature on this form, you are certifying that authentication of the vendor/customer's authorized signatory was conducted by review of the Contractor Signatory Authorization Form (CASL) or by another internal verification process, and additional verification was conducted to confirm banking or address change request. Departments should have multiple known vendor contacts to confirm any registration change.



BID PACKAGE

PART III

GENERAL CONDITIONS OF THE CONTRACT

CHAPTER 149



**COMMONWEALTH OF MASSACHUSETTS
STANDARD VERTICAL CONSTRUCTION CONTRACT
For Projects over \$150,000 Subject to M.G.L. c. 149, §§ 44A-F**

GENERAL CONDITIONS OF THE CONTRACT
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- Instructions and Procedures Regarding Change Orders, Contract Modifications and Equitable Adjustments (DCAMM Form 13)
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- Change Order Log (1 Page)
- ~~Daily Time and Material Report for Change Orders 109/17 rev~~
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END OF APPENDIX C

**END OF TABLE OF CONTENTS.
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ARTICLE I

DEFINITION OF TERMS

Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings.

The following words shall have the following meanings as used in this Contract:

Approval (or Approved): An approval in writing signed by the authorized signatory of the Awarding Authority.

Awarding Authority: The public agency awarding and administering this Contract identified as the Awarding Authority in the Contract. Where the Awarding Authority is an agency of the Commonwealth, references to the Awarding Authority shall also include the Commonwealth and its agencies.

Building Code: All applicable rules and regulations to which the Awarding Authority is subject and which are contained or referenced in the code authorized by M.G.L. c. 143, § 93 et seq., including all amendments thereto.

Certificate of Substantial Completion: A certificate signed by the Designer and the Awarding Authority pursuant to the requirements of Article VI of these General Conditions, indicating that the Awarding Authority has determined that (1) the Work has been completed in accordance with the Contract Documents, except for Punch List items, (2) certificates of inspection, testing and/or approval (including a certificate of occupancy under the Building Code), operating permits for any mechanical apparatus which may be required to permit full use and occupancy of the Work by its intended users (which in a Subcontractor's case may include the Contractor) have been delivered to the Awarding Authority, (3) any applicable written warranties, operating instructions and related materials have been delivered to the Awarding Authority, and (4) the Work may be used for its intended purpose without substantial inconvenience or interference.

Change Order: (1) A written order not requiring the consent of the Contractor, signed by an authorized representative of the Awarding Authority and designated as a Change Order, directing the Contractor to make changes in the Work within the general scope of the Contract, or (2) any written order from an authorized representative of the Awarding Authority that causes any change in the Work, provided that the Contractor has given the Awarding Authority written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

Change Order Request: Contractor's written request for a Change Order submitted in accordance with the requirements of Article VII of these General Conditions.

Contract: The Owner - Contractor Agreement executed between the Awarding Authority and the Contractor.

Contract Documents: The documents listed in Article 6 of the Contract.

Contract Modification: Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

Contract Price: The Contract Price stated in Article 3 of the Contract which constitutes full compensation to the Contractor for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work for which the Contractor is responsible, and constitutes the maximum compensation regardless of any difficulty incurred by the Contractor in connection with the Work or in consequence of any suspension or discontinuance of the Work.

Contractor: The person, corporation or other entity identified in the first page of the Contract as the “Contractor”.

DCAMM: The Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts. Where DCAMM is an agency of the Commonwealth, references to DCAMM shall also include the Commonwealth and its agencies.

Designer: The architect or engineer identified as the Designer in Article 1 of the Contract.

Drawings: The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including elevations, sections, details, schedules, and diagrams.

Final Acceptance: The written determination by the Awarding Authority that the Work has been 100% completed, except for the Contractor's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

General Bid: The completed bid form submitted by the Contractor in accordance with the requirements of M.G.L. c. 149.

Laws: All applicable statutes, regulations, ordinances, codes, laws, orders, decrees, approvals, certificates and requirements of governmental and quasi-governmental authorities.

Notice to Proceed: The written notice provided by the Awarding Authority to the Contractor which authorizes the Contractor to commence the Work as of a date specified therein, from which date the time of completion specified in Article 2 of the Contract is measured.

Or equal (or words of like import): Equal in the opinion of the Awarding Authority determined pursuant to the provisions of M.G.L. c.30, § 39M and the provisions of these General Conditions.

Owner: The Commonwealth of Massachusetts or political subdivision thereof, authority, or other instrumentality that will own the Work.

Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

Progress Schedule: The progress schedule submitted by the Contractor Approved by the Awarding Authority in accordance with the Contract Documents.

Project: The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

Punch List: A list of items determined by the Awarding Authority to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

Resident Engineer: The on-Site representative of the Awarding Authority.

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

Schedule of Values: The schedule Approved by the Awarding Authority pursuant to Article VIII of these General Conditions which allocates the Contract Price to the various portions of the Work and is used as a basis for payments to the Contractor.

Shop Drawings: Drawings, diagrams, details, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-Subcontractor, manufacturer, supplier, or distributor to illustrate a portion of the Work.

Site: The land and, if any, building(s) or space within any such building(s) on which or in which the Contractor is to perform the Work.

Specifications: The portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services, including, without limitation, supplementary general conditions.

Subcontractor: Person or entity with whom the Contractor contracts in accordance with this Contract in order to perform the Work, except as otherwise specifically provided or required herein or by Law.

Substantial Completion: For work subject to M.G.L. c. 30, § 39K, "substantial completion" means that the value of the Work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the adjusted contract price and shall occur when (1) the Contractor fully completes the Work or substantially completes the Work, or (2) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first. For work subject to M.G.L. c. 30, § 39G "substantial completion" shall mean that the work required by the Contract has been fully completed, 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.

Superintendent: The licensed construction supervisor who is an employee of the Contractor designated to be in full-time attendance at the Site throughout the prosecution and progress of the Work and who shall have complete authority to act for the Contractor.

User Agency: The department, county, commission, board, agency or other instrumentality of the Commonwealth of Massachusetts or political subdivision thereof which operates, or

which will operate, the facility at which the Work is undertaken or which comprises the completed Work.

Work: The Work consists of all the work identified in the Contract Documents, including, without limitation, as defined in Article 1 of the Contract and Article II, Section 2 of these General Conditions. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials supplies, equipment, permits and approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct, and complete the Work in accordance with all Laws and all construction and other services required to be supervised, overseen, performed, or furnished by the Contractor or that the Contract Documents require the Contractor to cause to be supervised, overseen, performed or furnished.

ARTICLE II

EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS

1. Execution.

The execution of the Contract by the Contractor is a representation that the Contractor has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated personal observations at the Site with requirements of the Contract Documents.

2. Scope of Work.

The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by Contractor or that the Contract Documents require the Contractor to cause to be supervised, overseen, performed or furnished. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. Interpretation.

- A.** The Drawings and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Drawings though not specified in the Specifications, and any work specified in the Specifications though not shown on the Drawings, is to be executed by the Contractor as a part of this Contract. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity shall govern, unless the Awarding Authority directs otherwise. Figured dimensions shall take precedence over scaled dimensions.
- B.** All things that in the opinion of the Designer may be reasonably inferred from the Drawings, Specifications and other Contract Documents are to be executed by the Contractor. The Designer shall determine whether the detail Drawings conform to the general Drawings and Contract Documents, except as may be otherwise determined by the Awarding Authority.

- C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.
- D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the issuance of the public notice inviting bids or proposals for the Work, notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.
- E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:
- First Priority: Contract Modifications and Change Orders
 - Second Priority: Contract, as amended
 - Third Priority: General Conditions of the Contract, as amended
 - Fourth Priority: Drawings, as amended -- schedules take precedence over enlarged detail Drawings, and enlarged detail Drawings take precedence over reduced scale Drawings; figured dimensions shall prevail over scale.
 - Fifth Priority: Specifications, as amended
- F. The Contractor shall refer to all of the Drawings, 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. Neither the Awarding Authority nor the Designer assumes any liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Specifications or on the Drawings as to the allocation of the Work among the Subcontractors the Contractor shall be solely responsible for resolving the claim and shall be responsible for ensuring that all of the Work is completed, regardless of where it appears in the Specifications or on the Drawings.

4. Distribution of Work.

The distribution of the Work is intended to be described under the appropriate trades and, except for filed sub-bid work, may be redistributed, except as directed herein or as required by any applicable Laws, provided that such redistribution shall cause no controversy among the trades and no delay in the progress of the Work and is in the best interests of the Project.

ARTICLE III **CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT**

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by the Awarding Authority, provided that the Awarding Authority shall be under no obligation to do so. The Awarding Authority may rely on the Designer for the performance and exercise of its rights and obligations hereunder and shall be presumed to so rely on the Designer in the absence of an

explicit written assumption by the Awarding Authority of any such rights and obligations, except that any Approval required to be obtained from the Awarding Authority hereunder shall not be valid without the signature of the Awarding Authority. The Awarding Authority may explicitly overrule in writing any action, determination or decision of the Designer should the Awarding Authority choose to do so, except to the extent that the same would violate applicable Law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Drawings and Specifications and as to the fulfillment of this Contract on the part of the Contractor. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, the Awarding Authority may appoint another person to act as Designer for the purposes of this Contract. The Awarding Authority shall give written notice to the Contractor of any such appointment.

2. Right of Access to Work.

The Awarding Authority, the User Agency and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefor. Other contractors of the Awarding Authority may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the Contractor and other contractors of the Awarding Authority with respect to their work shall be initially resolved by the Designer.

3. Inspection No Waiver.

No inspection by the Awarding Authority or the Designer or employees or agents of either of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by the Awarding Authority of any provision of this Contract.

ARTICLE IV **GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR**

The Contractor shall complete for the Contract Price all Work in a proper, thorough, and workmanlike manner in accordance with the Contract Documents. Without limiting the foregoing and without limiting the Contractor's obligations under any other provision of the Contract Documents, the Contractor shall for the Contract Price perform the following general obligations:

1. Review of Contract Documents and Field Conditions.

- A.** Before commencing the Work, the Contractor shall carefully study the Contract Documents and carefully compare all Specifications, Drawings, figures, dimensions, lines, marks, scales, directions of the Designer and Awarding Authority, and any other

information provided by the Awarding Authority and shall at once report to the Designer and Awarding Authority any questions, errors, inconsistencies, or omissions.

- B.** Before commencing the Work, the Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents and shall at once report to the Designer and Awarding Authority any questions, errors, inconsistencies, or omissions.

2. Supervision and Construction Procedures; Coordination; Cutting, and Patching.

- A.** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.
- B.** The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and materialmen engaged in the Work. The Contractor shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their Work to all surrounding Work.
- C.** All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular filed sub-bid section of the Specifications.
- D.** The Contractor shall be responsible to the Awarding Authority for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents and respective contractors' employees, and other persons performing portions of the Work or supplying materials therefor.
- E.** The Contractor shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are completed in accordance with industry standards of good workmanship and the Contract Documents and in proper condition to receive subsequent Work.
- F.** The Contractor shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.
- G.** Unless otherwise required by the Contract Documents, or directed in writing by the Designer or the Awarding Authority, Work shall be performed during regular working hours, which, unless prescribed otherwise by applicable Law, shall be 7:00 a.m. to 5:00 p.m.. If the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts or federal holidays, then the Contractor shall provide at least forty-eight (48) hours' notice to the Awarding Authority and Designer to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Awarding Authority at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.

- H.** Work performed outside of regular working hours set forth above without the consent or knowledge of the Designer and/or the Awarding Authority shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The Awarding Authority at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.

3. Superintendent.

- A.** The Contractor shall employ a Superintendent whose appointment shall be subject to the Approval of the Awarding Authority. The Superintendent shall be in attendance at the Site full-time during the performance of the Work. The Superintendent shall represent the Contractor. Communications given to and from the Superintendent shall be deemed given to and from the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Superintendent shall attend each job meeting. The Superintendent shall be responsible for coordinating all of the Work of the Contractor and the Subcontractors.
- B.** The Superintendent shall be a competent employee regularly employed by the Contractor. The Superintendent shall be licensed in accordance with the Building Code and shall have satisfactorily performed similar duties on previous construction projects similar in type, complexity and scale to the Project. The Superintendent's resume shall be submitted to the Awarding Authority prior to commencement of construction together with such other information as the Awarding Authority may reasonably require in order to determine whether or not to Approve of his or her appointment. Any change in the Superintendent shall require the prior written consent of the Awarding Authority. The Contractor shall establish an emergency telephone line by which the Awarding Authority, the Designer, or their respective agents may contact the Superintendent during non-working hours.

4. Labor.

- A.** The Contractor shall employ only competent workers on the Project. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall certify and ensure that all employees to be employed at the Site 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 ten (10) hours in duration at the time the employee begins work and the Contractor and each of its Subcontractors and others working on the Project shall furnish documentation of successful completion of said course by employees working with the first certified payroll report for each employee. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer shall notify the Contractor in writing that any worker is, in the Designer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the written consent of the Designer.
- B.** The Contractor shall employ a sufficient number of workers and shall ensure that all its Subcontractors employ a sufficient number of workers to carry on the Work with all

proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.

- C. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-Subcontractors in such a manner as will result in harmonious labor relations on the Site. If union and nonunion workers are employed to perform any part of the Work, the Contractor shall establish and maintain separate entrances to the Site for the use of union and nonunion workers. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Awarding Authority's reasonable judgment due to a labor dispute, the Awarding Authority shall have the right to require the Contractor to employ substitutes acceptable to the Awarding Authority.

5. Notices and Permits.

- A. The Contractor at its sole cost shall take out and pay for all approvals, permits, certificates and licenses required by Laws, pay all charges and fees, and pay for (or cause the appropriate Subcontractor to pay for) all utilities required for the proper execution of the Work.
- B. The Contractor shall comply with all Laws and shall give all notices required thereby.
- C. Except as otherwise specified in this Contract, it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the Contractor observes that portions of the Contract Documents are at variance with the requirements of Laws, the Contractor shall promptly notify the Designer and Awarding Authority in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.
- D. If the Contractor performs Work knowing it to be contrary to Laws without giving such notice to the Designer and Awarding Authority, the Contractor shall bear full

responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Lines, Marks etc.

The Contractor shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Designer shall from time to time direct. The Designer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades shall be determined by the Contractor.

7. Excavation.

The Contractor shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the Contractor, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

8. Dewatering/Hoisting/Staging.

The Contractor shall provide pumping, drainage, and disposal of all water and other flows so that no puddle, nuisance, or damage will be caused by water or flooding. The Contractor shall provide all hoisting equipment and machinery required for the proper execution of the Work. The Contractor shall provide all exterior and interior staging required to be over eight feet in height, except as may be otherwise provided in the Contract Documents.

9. Corrections to the Work; Inspection No Bar to Subsequent Corrections.

The inspection of the Work by the Designer, the Awarding Authority or their respective consultants shall not relieve the Contractor of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer, the Awarding Authority, or their respective designated consultants, whether or not such work and/or materials have been previously overlooked or misjudged by the Designer, the Awarding Authority, or their respective consultants and accepted for payment. If the Work or any part thereof shall be found defective at any time before the Final Acceptance of the whole Work, the Contractor shall forthwith cease the performance of any defective work in progress and, whether or not such work is still in progress, shall forthwith correct such defect in a manner satisfactory to the Designer, the Awarding Authority, or their respective designated consultants. If any material brought upon the Site for use in the Work, or selected for the same, is rejected by the Designer, the Awarding Authority, or their respective consultants as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the Contractor shall forthwith remove such materials from the Site. The Contractor shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair, finish and immediately make good any injury, defect, omission or mistake in the Work as soon as it is discovered; and complete and leave the Work in perfect condition.

10. Sanitary Facilities.

- A.** The Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Specifications.
- B.** There shall be no fewer facilities than the number required by applicable Laws.
- C.** Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

(Note: If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Specifications.)

11. Temporary Offices.

- A.** Except as otherwise specified in the Contract Documents, the Contractor shall erect the following temporary offices near the Site as directed by the Designer and adequately furnish and maintain them in a clean, orderly condition:
 - (1) A Contractor's field office at which Contractor's authorized representative shall be present at all times while work is in progress. Instructions, notices, and other communications delivered there by the Designer or the Awarding Authority shall be deemed delivered to the Contractor.
 - (2) The Contractor shall provide a separate conference room space with a conference table and chairs sufficient to accommodate 12 persons at one time.
- B.** The Contractor shall relocate the Resident Engineer's trailer, as well as services connected with said trailer, at no additional cost to the Owner if the need for relocation arises as determined by the Designer.

12. Contract Documents and Samples at the Site.

A reasonable number of sets of Contract Documents will be furnished to the Contractor by the Awarding Authority immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the Awarding Authority. The Contractor shall maintain at the Site for the use and information of the Awarding Authority one record copy of the Drawings, Specifications, addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and the Awarding Authority and shall be delivered to the Designer for submittal to the Awarding Authority upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Designer and copies thereof furnished to the Contractor are for use solely with respect to this Project. The Contractor shall not permit their release to other parties except as may be necessary in dealing with governmental authorities in the ordinary course of permitting and constructing the Project. Further, they are not to be used by the Contractor or any Subcontractor or supplier on other projects without the specific written consent of the Awarding Authority and the Designer.

13. Telephones, Data Lines, and Wi-Fi.

The Contractor shall provide and maintain separate individual telephone, data and wi-fi service and pay for all calls, data service, and wi-fi service relating to the Work. Service and equipment shall meet the requirements, if any, of the Contract Documents and shall include provisions for incoming and outgoing calls and continually available wi-fi: (1) in the Contractor's field office for the use of its authorized agents and (2) in the Resident Engineer's office for the use of the Designer and authorized agents of the Owner.

14. Health, Safety, and Accident Prevention

A. In performing the Work, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons; and
- (3) Prevent damage to property, materials, supplies, and equipment.

B. For these purposes, the Contractor shall:

- (1) Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926; and
- (2) Comply with the trench safety law set forth in M.G.L. c. 82A and regulations promulgated by the Departments of Public Safety and Occupational Safety in 520 CMR 14.00 et. seq., which require at a minimum that: 1) all excavators obtain a permit for all trenches as defined; 2) all excavators must provide protections when trenches are unattended; and 3) authorizes fines for violations; the Contractor shall execute a "Trench Application and Permit" form included in Appendix C with the execution of this Contract.
- (3) Include the terms of this Article IV.14 in every Subcontractor contract so that such terms will be binding on each Subcontractor.
- (4) Designate by written notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor's safety plan referenced below and preventing accidents.

C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

D. In any emergency affecting the safety of persons or property the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the Awarding Authority of such emergency.

E. The Contractor shall be responsible for its Subcontractors' compliance with the provisions of this Article IV.14.

- F.** Before commencing any portion of the Work on Site, the Contractor shall submit a written Project-specific plan for implementing this Article IV.14. The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.
- G.** Without limiting the foregoing provisions of this Article IV.14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation:
- (1) If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, § 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a "workplace notice" obtainable from the Department of Labor and Workforce Development.
 - (2) The Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special or hazardous waste. Should the Contractor discover unforeseen materials subject to the aforementioned hazardous materials laws at the Site, the Contractor shall immediately comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority of such discovery.
 - (3) The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 1-888-344-7233. The Contractor shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection. This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires or conduits at the Site. The Contractor shall not commence work until Dig-Safe has responded. The work shall be performed in such manner and with reasonable precautions taken to avoid damage to utilities under the surface at the work location. The Contractor shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, § 40. Any costs related to the services performed by Dig-Safe shall be borne by the Contractor.
 - (4) The Contractor shall comply with M.G.L. c. 149, § 129A, relative to shoring and bracing of trenches.
- H.** Without limiting the Contractor's responsibilities described above, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (i) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (ii) 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 its Subcontractors or any contractors directly or indirectly contracting through any of them, and (iii) other property at the Site

or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:

- (1) post and maintain adequate danger signs and other warnings against hazards;
 - (2) promulgate safety regulations and give appropriate notices to the Awarding Authority and users of adjacent utilities and property;
 - (3) ensure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing and tying;
 - (4) protect adjoining private or public property;
 - (5) provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents;
 - (6) furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities;
 - (7) provide proper means of access to property where the existing access is cut off by the Contractor;
 - (8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
 - (9) maintain adequate security at the Site so as not to expose the Work and surrounding property to vandalism or malicious mischief;
 - (10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus;
 - (11) take prompt action to correct any dangerous or hazardous conditions.
- I.** The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first comply with all Laws and obtain all permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to the employment and supervision of properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.
- J.** The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Owner, Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.

15. Debris and Chemical Waste.

- A.** The Contractor shall not permit the accumulation of interior or exterior debris. The Contractor shall keep the Work area clean at all times. Without limitation, garbage shall be removed daily.

- B.** The Contractor shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials Laws. The Contractor shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the owner or officials in charge of such landfills, disposal or recycling facilities. The Contractor shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The Contractor shall not permit any storage of debris or waste except in accordance with Laws.
- C.** The Contractor shall not permit any open fire on the Site.
- D.** Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws, including without limitation hazardous materials laws, or by the Contract Documents. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency and the Massachusetts Department of Environmental Protection. Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants shall be disposed of in accordance with procedures meeting all applicable Laws. The Contractor shall immediately notify the Designer and Awarding Authority of any hazardous materials release large enough to require reporting under applicable Laws. The Contractor shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.

16. Weather Protection (M.G.L. c. 149, §§ 44F(1) and 44G).

The Contractor shall furnish and install "weather protection," which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved in accordance with the Specifications, and at a minimum shall include covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit (or higher temperature, if so stated in the Specifications) is maintained at the working surface during the months of November through March in order to permit construction to be carried on during such period in accordance with the Progress Schedule. After the building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the Contractor shall provide heat in accordance with the Specifications; if the Specifications do not specify a temperature range for this phase, the Contractor shall provide heat of not less than 55 degrees F. nor more than 75 degrees F. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall include one thermometer for every two-thousand (2,000) square feet of floor space or fraction thereof (or as otherwise stated in the Specifications), shall be subject to the Approval of the Awarding Authority, and shall meet such additional requirements as may be specified by the Awarding Authority and by the Contract Documents.

17. Furnishings and Equipment.

When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the Contractor shall allow the Awarding Authority to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the Awarding Authority except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts Contractor is responsible.

18. Form for Subcontract.

The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, § 44F shall use the form for subcontract in M.G.L. c. 149, § 44F(4)(c). The Contractor shall not interpret paragraph 3 of the statutory form of subcontract to require such sub-bidders to provide insurance with limits higher than the limits that are required by Article XIV of these General Conditions, assuming that the term “Contractor” therein refers to the sub-bidder and that the term “Contract Price” refers to the sub-bidder’s price stated in paragraph 1 of the statutory form of subcontract.

19. Sales Tax Exemption and Other Taxes.

All building materials and supplies as well as the rental charges for construction vehicles, equipment and machinery rented exclusively for use on the Site, or while being used exclusively for the transportation of materials for the Work are entitled to an exemption from sales taxes under M.G.L. c. 64H, § 6(f). The Contractor shall take all action required to obtain the benefit of such sales tax exemption. The Contractor shall bear the cost of any sales taxes that Contractor incurs in connection with the Work and the Awarding Authority shall not reimburse the Contractor for any such taxes. The exemption number assigned to the Contractor as an exempt purchaser shall be provided to the Contractor by the Awarding Authority upon the written request of the Contractor.

20. Final Cleaning.

At the completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy. Subsequent to installation of User Agency furniture, telephones, and equipment, the Contractor shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment. The Contractor shall comply with the detailed final cleaning requirements of the Specifications; in the event of any conflict

between the Specifications and this Section specifically with respect to cleaning at or after the completion of the Work, the Specifications shall apply.

21. Maintenance Data.

Subject to such additional requirements as may be provided in the Contract Documents, the Contractor shall compile four complete and identical binders of operating and maintenance

data for the entire Work, which shall include, at a minimum for all equipment and systems installed, complete operation and maintenance programs, including but not limited to operation and maintenance (O&M) manuals, records of any and all maintenance performed (whether by the Contractor or Subcontractors) between equipment installation and Final Acceptance, all as may be further detailed in the Specifications. The Contractor shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to the Awarding Authority, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures in accordance with the training plan developed and Approved in accordance with the Specifications. If requested by the Awarding Authority, the Contractor shall also submit information on equipment and systems installed as the Work is performed in a format acceptable to the Awarding Authority, which shall be compatible for entry in the Capital Asset Management Information System (CAMIS), as may be further detailed in the Specifications.

22. Closeout Procedures.

The Contractor shall take all actions and submit all items required for the issuance of the Certificate of Substantial Completion and Final Acceptance as specified in the Contract Documents.

23. Risk of Loss.

The Contractor shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the Certificate of Substantial Completion has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

24. LEED Requirements.

Contractor understands that, pursuant to Executive Order No. 484, all new construction and renovation projects over 20,000 square feet must, at a minimum, meet a Massachusetts LEED Plus building standard, and that smaller projects must meet the minimum energy performance standards for advanced buildings established by the Commonwealth of Massachusetts Sustainable Design Roundtable. Furthermore, Contractor understands that the Massachusetts LEED Plus standard or a higher LEED standard applies to all projects overseen by DCAMM, as well as all projects built on state land for use by state agencies. Contractor must document compliance with this executive order and Project LEED certification standards as described in the Specifications.

25. Electronic Project Management System.

If so requested by the Awarding Authority, the Contractor and Subcontractors shall be required to use the Awarding Authority's electronic web-based project management information system as a repository for Project correspondence, documentation, budgeting, and scheduling, and all submittals and processes under this Contract, as directed by the Awarding Authority.

26. Drugs/Alcohol.

The Contractor shall direct that all persons coming onto the Site are free of drugs and alcohol. The Contractor shall dismiss from the Project any individual employed by the Contractor or any Subcontractor or suppliers who is found by the Contractor, the Awarding Authority, or the User Agency to be in violation of this provision or in any other way incompetent, guilty of misconduct, or detrimental to the Project.

ARTICLE V

MATERIALS AND EQUIPMENT

1. Materials Generally.

- A.** Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- B.** Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform himself as to, and shall comply with, the provisions of M.G.L. c. 7, § 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, § 22, paragraph 17 which provides that there be *"a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States."*

2. Shop Drawings, Product Data, and Samples.

- A.** The Contractor shall furnish to the Designer all Samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. Unless otherwise specified by the Awarding Authority, the Contractor shall provide a minimum of four (4) copies when submitting for final approval by the Designer, one of which shall be returned to the Contractor, one to the Resident Engineer, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings and setting diagrams shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefor, and the persons employed thereon, as the Designer shall from time to time request.
- B.** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

- C.** The Contractor shall review, approve, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Awarding Authority or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The Contractor's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.
- D.** The Contractor shall prepare and keep current for the Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals.
- E.** The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with approved submittals.
- F.** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- G.** The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Awarding Authority has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or the Awarding Authority's actions.
- H.** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.
- I.** Informational submittals upon which the Designer is not expected to take responsive action may be so identified in the Contract Documents.
- J.** When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- K.** Materials furnished or used or employed under the Contract must be equal in quality to the Samples furnished and be satisfactory to the Designer.

3. Tests.

- A.** Any material to be used in the Work may be tested or inspected at any time by the Designer with the prior Approval of the Awarding Authority and may be rejected if it fails to comply with specified tests. The Awarding Authority shall pay for all testing of specified material, except as provided herein. If the Contractor requests permission to use a material that was not specified, then the Contractor shall pay for such testing. The cost of testing of materials that fail the testing criteria shall be borne by the Contractor

- B.** The Contractor shall notify the Designer and the Awarding Authority of the proposed sources of materials in time to permit all required testing and inspection before the material is needed for incorporation into the Work. The Contractor shall have no claim arising from Contractor's failure to designate the proposed source or to order the material in time for adequate testing and inspection. Necessary arrangements shall be made to permit the Designer to make factory, shop or other inspection of materials or equipment ordered for the Work in process of manufacture or fabrication, or in storage elsewhere than the Site.

4. "Or Equal" Submissions.

- A.** Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow. An item shall be considered equal to the item so named or described if in the opinion of the Awarding Authority (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any changes in the Work made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the Contractor. "Approved equal" shall mean an item with respect to which the Awarding Authority shall have issued a written statement to the Contractor to the effect that the item is, in the Awarding Authority's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.
- B.** The Contractor shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.
- C.** Whenever the Contractor submits a material for Approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.
- D.** The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes final payment under this Contract. No increase in the Contract Price shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Awarding Authority rejects a proposed substitution on the basis that the item is not equal and if after the Contractor complies with the appeal procedures required by law, DCAMM regulation, and by the Contract Documents, the appropriate authority finds that the proposed substitution was equal, the Contract Price may be increased only to the extent that:
- (1) the item that the Contract Documents specifically require costs more than the item later approved as equal;
 - (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal;

- (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item;
- (4) the Contractor shall not be entitled to any adjustment for overhead and profit;
- (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Awarding Authority approved as equal under this Contract.

In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Awarding Authority with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop drawings, and other design documents that the Awarding Authority deems necessary or desirable.

5. Delivery and Storage of Materials; Inspection.

- A.** Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved.
- B.** Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.
- C.** The Contractor shall obtain prior written Approval for permission to store materials or equipment to be incorporated into the Work for which progress payments will be requested at off-Site locations. Any and all charges for storage, inspection, and verification by the Designer and Awarding Authority, including insurance, shall be borne solely by the Contractor. Before Approval, the Awarding Authority may require, without limitation
 - (1) evidence that the off-Site location is properly secure;
 - (2) proper proof of insurance and proof of satisfactory contractual arrangement for transportation to the Site; and
 - (3) a certificate from the Contractor stating: (i) the name of the member of the Contractor or Subcontractor that leases or owns the warehouse or other storage facility; (ii) the location of such storage facility, including the storage space (i.e. the entire premises or certain areas of a warehouse giving the number of floors or portions thereof) and a certification that the Contractor has visited such location, verified the storage of such materials or equipment therein or thereon (including confirmation that the materials or equipment are marked and segregated as provided below) and verified payment of all current storage charges; (iii) the date(s) on which the materials or equipment is first stored at such facility; and (iv) a description of the materials or equipment stored, including quantities, types, manufacturers and other identification information, such as serial numbers.

The Contractor shall furnish to DCAMM, not less often than once per month, a current inventory of all materials or equipment being stored at any off-Site location. The Contractor shall mark each sealed carton or other item with the name of the Project and the Awarding Authority, and all materials or equipment stored off-Site shall be segregated to the extent required by the Awarding Authority or the Designer. Payment for materials or equipment stored off-Site shall be at the reasonable discretion of the Awarding Authority, taking into account the schedule requirements of the Work. Title to materials or equipment stored off-Site shall be transferred at the time at which the Awarding Authority pays for them, free of any lien or other interest of the supplier or any other lien or encumbrance. Notwithstanding such transfer of title, the Contractor shall retain sole care, custody and control of, and shall have complete responsibility for the security and protection of, all materials or equipment included in any application for payment which are stored at locations other than the Site, and the Contractor assumes all risk of loss or damage to such materials or equipment, and the Contractor shall hold harmless the Awarding Authority from and against all liabilities arising out of or resulting from loss or damage, from any cause, to such materials or equipment for which payment is requested, including liens, security interests or other claims of any kind by suppliers or other third parties relating to such materials or equipment.

- D. Expenses for inspection of material by the Designer and/or the Awarding Authority personnel including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Awarding Authority precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Awarding Authority. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the Awarding Authority will initially pay for all expenses of inspecting the material incurred by the Designer and/or Awarding Authority's personnel including travel, quarters, and subsistence. The Awarding Authority will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order in the amount of those expenses.
- E. Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.
- F. All storage sites shall be restored to their original condition by the Contractor at the Contractor's expense.
- G. The Contractor shall take charge of and be liable for any loss of or injury to the materials for his use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the Contractor shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

6. Defective, Damaged, or Deteriorated Materials and Rejection Thereof.

The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The Contractor at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been

subsequently corrected, shall be used except with the written permission of the Designer. Should the Contractor fail to remove rejected material within a reasonable time, the Designer and/or Awarding Authority may, in addition to any other available remedies, remove and/or replace the rejected material, and deduct the cost of such removal and/or replacement from any moneys due or to become due the Contractor. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the Contractor of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the Contractor any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

ARTICLE VI

PROSECUTION AND PROGRESS

1. Beginning, Progress Schedule, and Completion of Work.

- A.** The Contract time shall commence upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority.
- B.** Prior to the submission of the first progress payment, the Contractor shall submit to the Designer and to the Awarding Authority, a progress schedule for the term of the Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon Approval by the Awarding Authority, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Awarding Authority a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.
- C.** Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Contract. Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefor and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions. Failure to submit said written request within the time required by the preceding sentence shall preclude the Contractor from subsequently claiming any time extension due to said delay.
- D.** If, in the opinion of the Designer or the Awarding Authority, the Contractor fails to comply with the Progress Schedule, the Awarding Authority may give the Contractor a written notice to that effect whereupon (1) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from

day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer or the Awarding Authority, shall have been sufficiently corrected.

- E.** If, in the opinion of the Awarding Authority, the Contractor fails to comply with the Progress Schedule, and whether or not the Awarding Authority shall have given the Contractor a notice described in D above, the Awarding Authority may (but shall not be required to) give the Contractor notice of such failure and five days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the Awarding Authority requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Awarding Authority the failure is corrected, the Awarding Authority may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Awarding Authority's opinion be necessary to ensure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. The Awarding Authority may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the Awarding Authority elects to have another contractor perform a portion of the Work under this Article.
- F.** The Awarding Authority shall deduct the cost of any actions the Awarding Authority takes under this Article from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the Awarding Authority any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The Awarding Authority's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the Awarding Authority shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof, except when it is required by Law. The Awarding Authority's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the Awarding Authority incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Awarding Authority will pay or credit the difference to the Contractor, less any other costs and expenses that the Awarding Authority incurs, including the cost of supervision, and the Designer's and attorneys' fees and costs.

2. Failure to Complete Work on Time - Liquidated Damages.

- A.** If the Contractor shall neglect, fail or refuse to achieve the Substantial Completion Date, the Contractor and the Contractor's surety agree, as a part of the consideration for the execution of this Contract by the Awarding Authority, to pay the Awarding Authority the amounts set forth in Article 2 of the Contract, not as a penalty, but as liquidated damages to cover certain losses, expenses, and damages of the Awarding Authority for such breach of this Contract as herein set forth. The Contractor acknowledges that delay of the

Substantial Completion Date will cause disruption of the Awarding Authority's operations and those of the User Agency. Such disruptions include without limitation, loss of productivity and efficiency and duplication of effort of the User Agency and of employees and contractors engaged by the User Agency and the Awarding Authority for operation of the completed facility. The Awarding Authority and the User Agency will incur other direct administrative, professional, rental, storage, moving, transportation, and other costs in the event of such delay. Delay of the Substantial Completion Date will also require the Awarding Authority to incur additional costs for compensation to the Designer and other consultants or contractors for extended or additional services on the Project. In light of the costs, damages, losses, risks and liabilities described above, the parties agree upon the liquidated damages stated below. Such damages have been fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Awarding Authority and the Commonwealth would, in such event, sustain. Said amounts may be retained by the Awarding Authority on or after the scheduled Substantial Completion Date from current progress payments or any other amounts owing to the Contractor.

- B.** Similarly, if the Contract states that by a specified date a designated portion of the Work shall be prosecuted to the point at which it qualifies for the issuance of a Certificate of Substantial Completion, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the Awarding Authority the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages not as a penalty, to cover losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.
- C.** The Awarding Authority may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.
- D.** Except as otherwise expressly provided, none of the following shall constitute a waiver of the Contractor's or its surety's obligations to pay liquidated damages or any portion thereof or of any of the Owner's rights hereunder at law or in equity:
 - (1) Acceptance of any portion of the Work or payment to the Contractor or its surety therefor;
 - (2) Completion of a portion of the Work or the use and occupancy thereof by the Awarding Authority or others; or
 - (3) The Awarding Authority's requiring or allowing the Contractor or its surety to complete the Work.
- E.** Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.
- F.** Failure by the Awarding Authority to specify a sum as liquidated damages in the Contract, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of the Awarding Authority's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

3. Delays; Statutory Provisions (M.G.L. c. 30, § 39O).

- A.** Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by Law as set forth in paragraph B below, the Contractor shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable, including damages for compression or acceleration of Work, or loss of productivity; but if any delay is caused, in the opinion of Awarding Authority, by the Awarding Authority, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the Awarding Authority or the Contractor to complete the Work. Although no delay shall increase the Contract Price, the Awarding Authority may require that any change in the date by which the Contractor must complete all or any part of the Work be processed on a standard Change Order form.
- B.** If 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 Contractor with respect to such increase as the Contractor shall have against the Awarding Authority by virtue of (a) and (b) of M.G.L. c. 30, § 39O set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the Contractor or the subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the Contractor and "awarding authority" means the Awarding Authority:

"(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided, however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

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

4. Use and Occupancy Prior to Final Acceptance.

- A.** The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Awarding Authority.
- B.** The Awarding Authority and the User Agency will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor's Work provided that they do not interfere with the proper functioning of the facility.

- C. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.
- D. Use and occupancy of any part of the Work prior to Final Acceptance by the Awarding Authority shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

5. Certificate of Substantial Completion.

- A. When the Work, or portion thereof which the Awarding Authority agrees to accept separately has reached the state of Substantial Completion as shown on Approved payment request, the Contractor shall develop, with the participation of the Designer and the Awarding Authority, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.
- B. Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Substantial Completion, the Contractor shall:
 - (1) Provide Contractor's proposed Punch List containing a statement of the reason for each item listed thereon;
 - (2) Advise the Awarding Authority of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the Awarding Authority evidence of Contractor's completed operations insurance coverage to the extent required by the Contract Documents;
 - (3) Execute and submit a notarized warranty on a form provided by the Awarding Authority or otherwise acceptable to the Awarding Authority meeting the requirements of Article IX of these General Conditions, to commence upon the date of the issuance of the Certificate of Substantial Completion for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion;
 - (4) Submit signed special warranties and warranties of longer than one year as required by the Contract Documents;
 - (5) Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Substantial Completion;
 - (6) Submit all preliminary record Drawings and documents and framed data in the forms required by the Contract Documents;
 - (7) Complete all items required to be completed by the Department of Public Safety and obtain a Certificate of Occupancy from the Department of Public Safety (or, if the Awarding Authority is a municipality, the building department having jurisdiction) and similar releases which permit the User Agency and the Awarding Authority full and unrestricted use of the areas claimed to be ready for occupancy;
 - (8) Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by the Awarding Authority and obtain written receipts for same;
 - (9) Make final changes of lock cylinders or cores and advise the Awarding Authority of the change of project security responsibility;

- (10) Complete start-up of systems and instruct User Agency personnel on proper operation and routine maintenance of all systems and equipment; obtain and submit to User Agency personnel that start-up and instruction have been completed;
 - (11) Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris (provided, however, that the Contractor shall not remove construction offices and trailers without the prior Approval of the Awarding Authority);
 - (12) Submit final utility meter readings and similar information and advise the User Agency and the Awarding Authority of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Substantial Completion;
 - (13) Complete final clean-up of all Work, restoration of damaged finishes, and replacement of all damaged and broken glass not listed on the Contractor's Punch List.
 - (14) Complete such other items as may be called for in the Contract Documents, if any, including without limitation the Specifications.
- C.** After completing the items specified in subsections A and B above, the Contractor shall make a written request for the Designer's inspection for a Certificate of Substantial Completion in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) sign a Certificate of Substantial Completion or 2) notify the Contractor of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Substantial Completion. The Designer shall notify the Contractor of any additions to the Punch List. In connection with the execution of the Certificate of Substantial Completion the Designer shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the Contractor of the obligation to complete all Work in accordance with the Contract Documents.

6. Final Acceptance of the Work.

- A. Prerequisites for Final Acceptance.** After the issuance of a Certificate of Substantial Completion for the entire Work, and after the Contractor has completed all of the Work required by this Contract, including Change Orders and Punch List items, the Contractor shall submit the following completed items to the Awarding Authority together with such additional items as may be specified in the Contract Documents:
- (1) A completed final application for payment showing a final accounting of all changes in the Work, on the form provided by the Awarding Authority.
 - (2) Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
 - (3) Consent of the Contractor's surety to final payment executed by applicable bonding companies.
 - (4) Certified copy of the Punch List stating that the Contractor has completed or corrected every item listed.
 - (5) Evidence of Contractor's continuing completed operations insurance coverage to the extent required by the Contract Documents.

- (6) All final record Drawings and documents in the forms specified by the Contract Documents.
- (7) A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
- (8) Written certifications from the Department of Public Safety (or if the Awarding Authority is a municipality, the building department having jurisdiction) and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents and has satisfied the Department of Public Safety; b) all equipment and systems included in the Work have been tested in the presence of the Designer and are operational and satisfactory; c) the Work is completed and ready for final inspection.
- (9) Such other items as may be required by the Contract Documents.

B. Reinspection; Final Acceptance. After notification from the Contractor that all remaining Contract exceptions, omissions and incompletions have been completed (with the exception of Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the Awarding Authority and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Awarding Authority shall prepare a Certificate of Final Acceptance or shall notify Contractor in writing of items which remain to be completed prior to Final Acceptance.

7. One-Year Warranty Repair List and Inspection.

Approximately 30 days prior to the expiration of the comprehensive one-year warranty period, the Contractor shall schedule an appointment with the Awarding Authority for a re-inspection of the Work with the Awarding Authority, and shall thereafter inspect the work at the time scheduled. Based on this inspection and on prior inspections, the Awarding Authority shall issue a "Warranty Repair List" of items to be corrected by the Contractor. The Contractor shall make the repairs and/or replacements listed within 30 days of the issuance of the "Warranty Repair List" unless otherwise agreed by the Awarding Authority in writing.

ARTICLE VII **CHANGES IN THE WORK**

1. Change Orders Generally.

- A.** No changes in the Work, the Contract Price, the Substantial Completion date, the Final Acceptance date, or any other provision of an Approval by the Awarding Authority of the Contract Documents shall be made in absence of a Change Order as defined in Article I of these General Conditions, directing the Contractor to perform such changes. Any request for a change in the provisions of this Contract submitted by the Contractor must be made in writing and in accordance with the provisions of this Contract, including the procedures of the Awarding Authority.
- B.** A request for a change in the provisions of this Contract may be submitted to the Awarding Authority by the Contractor, Designer, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the Awarding Authority. When the Contractor believes that

an event or circumstance gives rise to an adjustment in the Contract Price and/or the Contract time it shall submit a Change Order Request in accordance with the forms and procedures required by the Awarding Authority.

- C.** A written directive may be issued by the Awarding Authority instructing the Contractor to make changes in the Work within the general scope of the Contract, including but not limited to, changes in: (1) the Drawings and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services or Site; (4) the schedule for performance of the Work.
- D.** Whenever a Change Order or written directive will cause a change in the Contractor's cost, the Contractor or the Awarding Authority may request an adjustment in the Contract Price. Such request shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work.
- E.** The Awarding Authority and the Contractor shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent Work. In the absence of an agreement for an equitable adjustment, the Awarding Authority shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The Contractor may appeal the decision of the Awarding Authority within thirty days of receipt of said notice, to the chief executive official of the Awarding Authority (in the case of DCAMM, the DCAMM commissioner) or the chief executive's designee, and the Contractor shall have the right to such further appeal as is provided in M.G.L. c.30, § 39Q set forth in Article VII.4.D. However, if the Contractor shall exercise its rights to appeal the decision of the Awarding Authority as aforesaid, the Contractor shall be required to engage in the mandatory mediation procedures set forth in Article VII.5.
- F.** During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall provide the Awarding Authority with all cost, pricing data and any other information or documentation used by the Contractor in computing the amount of the equitable adjustment, and the Contractor shall certify that the pricing data used was accurate, complete, and current. If the Awarding Authority subsequently determines that the data submitted by the Contractor was inaccurate, incomplete, or not current, the Awarding Authority may exclude such data from consideration under the equitable adjustment request.
- G.** Whenever the Contractor is entitled or believes it is entitled to a Change Order adjusting the Contract Price, the Contractor shall maintain separate accounts (by job order or other suitable accounting procedure) of all costs incurred and attributable to such work and schedule. The Contractor shall maintain a computerized accounting system, acceptable to the Awarding Authority, in which current information as to the status of all such Work and schedule is maintained. The Contractor shall maintain such contemporaneous records as are necessary to provide a clear distinction between the costs of all Change Order Work and proposed Change Order Work, and the costs of other Work and schedule.
- H.** Notwithstanding any provisions in the Contract Documents to the contrary, no additional general conditions cost shall be due for any Change Order or portion of a Change Order resulting from or attributable to:

 - (1) Increases in the cost of allowance items;
 - (2) Substitutions of equipment or materials which are functionally similar to equipment or materials specified in the Contract Documents; or

(3) Sales and use taxes.

- I. The Contractor shall reasonably investigate the validity of Subcontractor and supplier change order requests before agreeing to pass them through to the Awarding Authority. For all Change Order Requests submitted, the Contractor shall certify that: the Change Order Request is made in good faith; the validity of the Contractor's and any Subcontractor and supplier Change Order Requests have been verified; the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; and the Contractor believes the Awarding Authority to be liable for the add amount, or entitled to the deduct amount of the Change Order Request, whichever is applicable.

2. Methods of Computing Equitable Adjustments.

A. Equitable adjustments in the Contract Price shall be determined according to one of the following methods, or a combination thereof, as determined by the Awarding Authority:

- (1) fixed price basis, provided that the fixed price shall be inclusive of items (a) through (g) below and shall be computed in accordance with those provisions and as detailed in the Awarding Authority's instructions and procedures regarding Change Order Request submissions, Contract Modifications and equitable adjustments (For DCAMM Projects, DCAMM Form 13 included in Appendix C to these General Conditions);
- (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 adjustment;
- (3) time and materials basis to be subsequently adjusted based upon of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:
 - (a) the direct cost (or credit) for labor at the minimum wage rates established for this Contract pursuant to M.G.L. c. 149, §§ 26-27H;
 - (b) plus (or minus) the cost of workmen's compensation insurance, liability insurance, federal social security and Massachusetts unemployment compensation, which are to be calculated using an allowance equal to 40% applied to said rate. The rate of 40 percent is inclusive of all insurances, taxes, general conditions, overhead, superintendence, fee, and profit. No other expenses are allowed; for example, sick time, vacation time, etc. are included in the all-inclusive rate. Documentation must be provided if a higher percentage is requested and will only be accepted for workmen's compensation over 12.5%.
 - (c) plus (or minus) the actual direct additional premium costs and expenses incurred as a result of collective bargaining agreements or other agreements between organized labor. No allowance for markups is allowed on these costs.
 - (d) plus the direct cost of materials and use of equipment; an allowance equal to 15% of the amount of materials and equipment for general conditions, overhead, superintendence, fee, and profit can be applied.
 - (e) plus certain miscellaneous services Approved in advance by the Awarding Authority (e.g. police details, utilities, etc.) and provided, which may be subject to a 5% markup.
 - (f) plus (or minus) the actual direct premium cost of payment and performance bonds required of the Contractor and certain Subcontractors for this Contract.

- (g) the Contractor shall receive an allowance equal to 5% of the sum of items (a) through (e) above for overhead, superintendence, fee, and profit when the work is performed by Subcontractors. Subcontractors can also apply an allowance equal to 5% of the sum of items (a) through (e) above for overhead, superintendence, fee, and profit when the work is performed by sub-Subcontractors.
- (4) The Contractor and its Subcontractors are required to anticipate annual updated minimum wage schedules in accordance with M.G.L. c. 149, § 27 and shall not be entitled to claim additional compensation for base bid contract Work due to updated minimum wage schedules.
- B.** If the net change is an increase to the Contract Price, it shall include the value of the Contractor's overhead, superintendence, fee and profit. On any change that involves a net credit, the amount of the credit shall include the hard cost of the work being credited and the value of the overhead, superintendence, fee and profit applicable thereto (calculated as an agreed upon percentage multiplied by such hard cost of the work). Charges for small tools known as "tools of the trade" are not to be computed in the amount of any change in the Contract Price.
- C.** Substitutions in Subcontractors made in accordance with the provisions of M.G.L. c. 149, § 44F shall not be considered Change Orders and shall not entitle the Prime Contractor to any adjustments for overhead, profit, and superintendence, although the Awarding Authority may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.
- D.** For DCAMM Projects, refer to Appendix C (Commonly Used Forms) to these General Conditions for instructions regarding Change Orders, Contract Modifications, and equitable adjustments (DCAMM Form 13), form for request for Approval of wages and rates for Change Order pricing (DCAMM Form 14) and format for submission of Change Order (DCAMM Form 15). Section 2 (Directions for Computing Costs for Changes in the Work) of DCAMM Form 13 contains specific information for computing the cost of changes. DCAMM Form 14 and DCAMM Form 15 are available electronically and will be provided to the Contractor prior to the start of construction. The Contractor, all Subcontractors, and sub-Subcontractors shall utilize DCAMM Form 15 when submitting Change Order Requests.

3. Work Performed under Protest.

The Contractor agrees to perform all Work as directed by the Awarding Authority, and if the Awarding Authority determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Awarding Authority's determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below. Any disputed order, decision or action by the Awarding Authority or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

- (1) If the Contractor claims compensation for a change in the Work that is not deemed by the Awarding Authority to be a change or to warrant additional compensation as claimed by the Contractor, the Contractor shall on or before the first working day following the commencement of any such Work or the sustaining of any such damage submit to the Awarding Authority a written statement of the nature of such Work or

claim. The Contractor shall not be entitled to additional compensation for any Work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

- (2) On or before the second working day after the commencement of such Work or the sustaining of such damage, for each day upon which work occurs or damage is sustained, the Contractor shall file to the extent possible with the Resident Engineer, the Designer, and the Awarding Authority, itemized statements of the details and costs of such Work performed or damage sustained. Unless otherwise indicated by the Awarding Authority in writing, the Contractor shall use the Awarding Authority's "Daily Time and Materials Report" form found in Appendix C to these General Conditions to record all labor and material used. If the Contractor shall fail to make such statements, then the Contractor shall not be entitled to additional compensation for any such work or damages.

4. False Claims, Statutory Provisions Regarding Changes.

- A. Criminal Penalties.** The Contractor's attention is directed to M.G.L. c. 30, § 39I which provides criminal penalties for unauthorized deviations from the Drawings and Specifications, and to M.G.L. c. 30, § 39J and M.G.L. c. 7C, §§ 17-21. The Contractor's attention is also directed to M.G.L. c. 266, § 67B which provides criminal penalties for false claims by Contractor under this Contract:

"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

B. Differing Site Conditions (M.G.L. c. 30, § 39N).

"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 contracting 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 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 the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."

C. Timely Decision By the Awarding Authority (M.G.L. c. 30, § 39P).

"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which 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, shall require that the decision 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."

D. Change Order / Contract Interpretation Appeal Procedure (M.G.L. c. 30, § 39Q).

The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7C, § 1 for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section 39A:

"(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute.

"(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefore, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.

"(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and

twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, s/he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

"(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer's decision shall be final and conclusive, and shall not be set aside except in cases of fraud."

5. Mandatory Mediation.

In the case of every dispute where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$50,000 or more and the Contractor appeals the decision of the chief executive official of the Awarding Authority or his/her designee as required by M.G.L. c.30, § 39Q, quoted in Article VII.4.D.(b) above, the Awarding Authority and the Contractor shall engage in good faith in a non-binding mediation process, which process shall be concluded within sixty days from the date that the Contractor files an appeal from said decision as provided in M.G.L. c.30, § 39Q. In the case of such disputes where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is \$500,000 or more, if the mediation process fails, the Awarding Authority may, in its sole discretion, elect to submit the dispute to an impartial third party, not having an interest in the Owner, the Designer, the Program Manager, the Contractor, or the Project, which shall within sixty (60) days render a non-binding advisory opinion. Unless the parties have previously agreed in writing to a process for submitting disputes to mediation, the Awarding Authority shall determine in its reasonable discretion the procedures to be followed and shall give the Contractor notice of the same in writing within seven (7) days of the date that the Awarding Authority receives notice of the Contractor's appeal from the decision of the chief executive officer of the Awarding Authority or his designee. The cost of the services of any mediator selected by one party to this Contract shall be borne by the party making the selection. The cost of the services of any mediator selected jointly by the parties to this Contract or jointly by mediators selected by the parties to this Contract shall be borne equally by the Contractor and the Awarding Authority.

ARTICLE VIII **PAYMENT PROVISIONS**

1. Schedule of Values.

Before the first application for payment the Contractor shall submit to the Designer and the Awarding Authority for its Approval, a schedule of values in a form acceptable to the Awarding Authority and allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE

noted), including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Awarding Authority may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Awarding Authority, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments and credits, the first of which payments shall not be made until such Schedule of Values is Approved by the Awarding Authority.

2. Payment Liabilities of Contractor.

- A.** The Contractor shall pay to the Owner all expenses, losses and damages, as determined by the Awarding Authority or the Designer, incurred in consequence of any default, defect, omission or mistake of the Contractor or the Contractor's employees or Subcontractors or the making good thereof.
- B.** If the Work (or a portion thereof) is not completed to Substantial Completion and the Contractor has not satisfied the requirements for the issuance of a Certificate of Substantial Completion in accordance with Article VI.5 of these General Conditions, by the date specified in Article 2 of the Contract, the Contractor shall pay to the Owner liquidated damages as provided in Article VI.2 of these General Conditions.

3. Retention of Moneys by Awarding Authority.

- A.** The Awarding Authority may keep any moneys which would otherwise be payable at any time hereunder and apply the same, or so much as may be necessary therefor, to (1) the Owner 's expenditures for the Contractor's account, (2) to secure the Awarding Authority's remedies against the Contractor for the Contractor's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) the payment of any expenses, losses or damages incurred by the Awarding Authority or any agency of the Commonwealth as a result of the failure of the Contractor to perform its obligations hereunder. The Awarding Authority may retain, until all claims are settled, such moneys as the Awarding Authority estimates to be the fair value of the Awarding Authority's claims against the Contractor, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work filed in accordance with M.G.L. c. 30, § 39A and § 39F. The Awarding Authority may make such settlements and apply thereto any moneys retained under this Contract.
- B.** The Contractor shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the Contractor to the claimant for such labor and materials, the Contractor shall forthwith file with the Awarding Authority a separate written statement of all inaccuracies in each claim and of the correct amount due from the Contractor to each claimant therefor, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown required by M.G.L. c. 30, § 39F (d) and (e). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall, at the option of the Awarding Authority, be conclusively deemed to be the accurate amount due from the Contractor therefor in all accounting with the Awarding Authority. If the moneys retained under this Contract are insufficient to pay

the sums found by the Awarding Authority to be due under the claims for labor and materials filed as aforesaid, the Awarding Authority may, at its discretion, pay the same, and the Contractor shall repay to the Awarding Authority all sums paid out. The Awarding Authority may also at its discretion use any moneys retained, due or to become due under this Contract for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with the Awarding Authority.

- C. No moneys retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of M.G.L. c. 149, § 29, as amended, for which security is provided by bond.

4. Applications for Payment.

- A. The Contractor shall, once in each month on the day of the month corresponding to the day of the month specified in the Notice to Proceed, unless otherwise directed by the Awarding Authority in writing, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the Resident Engineer and the Designer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the "designee" as provided by M.G.L. c. 30, § 39K indicated by the Awarding Authority in writing, said periodic estimate in proper form, approved as provided above and arithmetically correct. For DCAMM projects, the "designee" as provided by M.G.L. c. 30, § 39K shall be the DCAMM Office of Finance Payment Unit, and requests for payment shall be submitted thereto in accordance with the "DCAMM Instructions and Procedures for Payment for Construction Contracts" included in Appendix C to these General Conditions. For other projects, unless otherwise indicated by the Awarding Authority in writing, said "designee" shall be the Resident Engineer, or, if there is no Resident Engineer, the Designer; if there is neither a Resident Engineer nor a Designer the designee shall be a person designated by the Awarding Authority at the project field office or alternatively the home office of the Awarding Authority. All periodic estimates shall contain such certifications and other evidence supporting the Contractor's right to payment as the Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner.. The Contractor shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in Article VIII.4.C below. The Awarding Authority shall retain five (5) percent of such estimated value as security for the completion of the Work and while the Contractor continues to carry on the Work, will pay to the Contractor the Approved balance, net of the five (5) percent, all previous payments, and all sums which may be otherwise retained under the provisions of this Contract.
- B. Each periodic estimate shall constitute the Contractor's representation that:
 - (1) the payment then requested to be disbursed has been incurred by the Contractor on account of the Work and is justly due to Subcontractors or, to the Contractor in the case of other Work performed by the Contractor on account thereof (if the Contractor's self-performance has been previously Approved in accordance with the Contract);
 - (2) the materials, supplies and equipment for which application for payment is being submitted have been installed or incorporated into the Work or have been stored at the

Site or at such off Site storage locations as the Awarding Authority shall have Approved;

- (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract;
- (4) the materials, supplies and equipment are owned by the Owner and are not subject to any liens or encumbrances;
- (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents; and
- (6) that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of such periodic estimate.

The Contractor's attention is directed to the criminal penalties for false claims referenced in Article VII above.

C. The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing by the Awarding Authority) only upon delivery to the Awarding Authority of:

- (1) an acceptable transfer of title on the form provided by the Awarding Authority;
- (2) written certification by the Contractor (or applicable Subcontractor) on the form provided by the Awarding Authority that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials;
- (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer, (a) meet the requirements of the Contract, including prior Shop Drawing, Product Data, and Sample Approval, (b) be ready for use, and (c) be properly stored by the Contractor and be adequately protected until incorporated into the Work. See also Article V.5.D of these General Conditions concerning the cost of inspections.

D. The Awarding Authority may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c.30, §39K (see below) and the payment due shall be computed in accordance with the changes so made. The provisions of said section 39K shall govern payments on which the Awarding Authority has made changes.

E. No certificate for payment and no progress payment shall constitute acceptance of Work that is not in accordance with the Contract Documents.

5. Periodic Payments (M.G. L. c. 30, § 39K).

The Awarding Authority shall make payment to the Contractor in accordance with M.G.L. c. 30, § 39K, which provides as follows (for the purposes of the below language, the Awarding Authority shall be considered the "awarding authority", the Designer shall be considered the "architect" or "engineer", the Contractor shall be considered the "contractor" and Subcontractors shall be considered "subcontractors"):

"Within fifteen days (30 days in the case of the commonwealth, including local housing authorities) 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 section thirty-nine F, 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 section thirty-nine F, 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 section thirty-nine F. 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 (twenty-four days in the case of the commonwealth) 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.

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. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

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 filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and column listing the amount paid to each filed subcontractor as of the date of 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 of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

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."

6. Payment of Subcontractors (M.G.L. c. 30, § 39F).

The Contractor shall make payments to Subcontractors in accordance with M.G.L c.30, § 39F which is quoted in this section below. For the purposes of this Contract, the word "forthwith" appearing in paragraph (1)(a) of the quoted provision shall be deemed to mean "within five (5) business days."

"1(a) 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.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his 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.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph 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 or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general 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 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 reply 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 by a sworn statement 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.

(e) 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 (d). 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.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (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 bank receiving the deposit. The bank shall pay the amount in 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.

(g) 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 (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 of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment 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.

(i) If the subcontractor does not receive payment as provided in subparagraph (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), the subcontractor may demand direct payment by following the procedure in subparagraph (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 subparagraph (e), (f), (g) and (h)."

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine 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 (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.

(3) "subcontractor" as used in this section (I) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and received 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 paragraph (1) of section thirty-nine M of chapter thirty 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, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposit as provided in subparagraph (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 (6) by a petition in equity in the superior court against the awarding authority and the general 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. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one 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 fifty-nine and fifty-nine B 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 general contractor are available for direct payment shall have a right to file a petition in 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 (5) and in subparagraph (6).

(5) 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 (5) and in subparagraph (6) any amount held under a trustee writ or pursuant to a restraining order or injunction."

7. Contracts for Public Works Governed by M.G.L. c. 30, § 39G.

The following statutory provision applies only to contracts for public works governed by M.G.L. c. 30, § 39G:

"Upon substantial completion of the work required by a Contract with the Owner, 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 a 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.

Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage of that 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 thirty-nine F, but no Contract subject to said section thirty-nine F 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.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section 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.

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.

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 all 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 send 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 therefore, 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.

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 date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is 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 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. 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 the estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent 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 thirty-nine F of chapter thirty; provided that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

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.

Substantial completion, for the purposes of this section, 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”

8. Final Payment; Release of Claims by Contractor.

Upon Final Acceptance of the Work the Contractor shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the Contract Documents. The Contractor agrees to execute a Certificate of Final Inspection, Release and Acceptance in the form provided in Appendix C to these General Conditions to the Contract (with Contractor’s own exceptions listed thereon) as a condition precedent to final payment. The acceptance by the Contractor of the final payment made as aforesaid, or the execution of the “Certificate of Final Inspection, Release and Acceptance” (included in Appendix C to these General Conditions) by the Contractor, shall constitute a release of the Owner, the Awarding Authority, the Designer, and every member, officer, employee and agent of any of them, from all claims of

and liability to the Contractor for anything done or furnished for or relating to the Work, or for any act or neglect of the Owner, the Designer, or of any person relating to or affecting the Work, except the claim against the Owner or the Designer for the remainder, if any, of the amounts set forth by the Contractor in the "Certificate of Final Inspection, Release and Acceptance". Final Acceptance shall not relieve Contractor of the requirements of Articles IX, XIV, and XV of these General Conditions, or of other provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX

GUARANTEES AND WARRANTIES

1. General Warranty.

If at any time during the period of one (1) year from the date of the issuance of the Certificate of Substantial Completion by the Awarding Authority or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the Awarding Authority be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Awarding Authority shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Awarding Authority within ten (10) days from the date of the giving of such notice, then the Awarding Authority may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Awarding Authority all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period, any corrective work shall be performed under all the applicable terms of this Contract,. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warrantees.

- A.** The Contractor's obligation to correct Work as set forth in Article IX above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.
- B.** Guarantees and warranties required in the various sections of the Specifications must be delivered to the Designer or, if directed by the Awarding Authority, to the Awarding Authority before final payment to the Contractor may be made, or in the case of guarantees and warranties which originate with a Subcontractor's section of the Work, before final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.
- C.** The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.

ARTICLE X

MISCELLANEOUS LEGAL REQUIREMENTS.

1. Contractor to be Informed.

The Contractor shall inform itself of all existing and future Laws in any manner affecting those engaged or employed in the Work, or the materials used or employed in the Work, or in a any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any applicable jurisdiction or authority over the Work.

2. Compliance with all Laws.

The Contractor shall cause all persons employed in the performance of the Work to comply with, all existing and future Laws, including but not limited to those set forth below:

A. Corporate Disclosures. The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, § 3 and § 5, and M.G.L. c. 30, § 39L.

B. Workforce Certification: Certification of Compliance with Workforce Related Legal Requirements. The Contractor shall comply with the following legal requirements for any and all employees to be employed in the Project who are required to be listed in the certified payroll reports for the Project: 1) Federal Department of Homeland Security Requirements in hiring such employees including, but not limited to, the faithful completion of the Federal Department of Homeland Security Form I-9 process by the Contractor; 2) proper classification of individuals employed on the Project; 3) all Laws concerning workers' compensation insurance coverage, unemployment insurance, social security taxes, and income taxes; and 4) all Laws concerning hospitalization and medical benefits that meet the minimum requirements of the connector board established in M.G.L. c. 176Q. The Contractor shall execute a "Workforce Certification" form provided in Exhibit B to the Contract with the execution of this Contract. The Contractor shall require each Subcontractor and sub-Subcontractor working on the Project to execute and provide to Contractor such "Workforce Certification" form in the form provided in Exhibit B to the Contract with the execution of each subcontract, and Contractor shall immediately provide a copy to the Awarding Authority. The Contractor shall require each of its Subcontractors and sub-Subcontractors to execute and provide to Contractor such "Workforce Certification" form in the form provided in Exhibit B to the Contract with the execution of each subcontract, and the Contractor shall immediately provide a copy to the Awarding Authority. Contractor acknowledges that with the weekly workforce reports it must submit on a weekly basis, in the form and format required by the Awarding Authority, including, but not limited to, by electronic reporting through the requested means. Contractor and all Subcontractors must also report on gender, race/ethnicity of its workforce through the requested means, including the Awarding Authority's online workforce reporting system. Contractor and all Subcontractors on the Project are required to certify that the Form I-9 process was faithfully completed and that all other legal requirements related to its workforce referenced above were followed for all employees listed on each certified payroll report when submitted. The Contractor and all Subcontractors must: comply with the legal requirements of this section; must not knowingly use undocumented workers in connection with the performance of this Contract; pursuant to federal requirements must verify the immigration status of all workers assigned to the Contract without engaging in unlawful discrimination; and must not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. Breach of any of the terms of the workforce certification legal requirements during the period of the Contract may be regarded as a material breach,

subjecting the Contractor and Subcontractors to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

- C. Veterans and Other Preference.** In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six (6) months at the commencement of their employment and who are veterans as defined in M.G.L. c. 4, § 7(34), 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 (6) months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

The Awarding Authority encourages and monitors the participation of veteran business enterprises ("VBE") and service-disabled veteran-owned business enterprises ("SDVOBE") in its construction and design projects pursuant to Chapter 108 of the Acts of 2012 and Executive Order 565. The benchmark for combined SDVOBE and VBE participation on the Project is 3% of the Contract Price. For the Commonwealth's VBE and SDVOBE program purposes, a VBE or SDVOBE is a firm so certified directly by the Massachusetts Supplier Diversity Office ("SDO") www.mass.gov/sdo or is: 1) certified by a certifying agency that's certification is accepted by the SDO; 2) the firm has submitted its existing certification credentials directly to the SDO by submitting an application for verification of certification to the SDO; 3) the SDO has reviewed and granted the application for verification; and 4) the SDO has certified the firm as a VBE or SDVOBE for purposes of the Commonwealth's program as evidenced by a letter issued by the SDO to the firm. VBEs and SDVOBEs shall be provided opportunities to participate in the Project and Contractor shall within 30 days of Contract execution submit its "Anticipated Veteran Owned Business and Service-Disabled Veteran-Owned Business Enterprise Participation" plan to the Awarding Authority's Compliance Office. Contractor shall report on the amount of VBE and SDVOBE participation on the Project on a regular basis, in the form, format and frequency requested by the Awarding Authority, including, for DCAMM projects, through the requested means including the Awarding Authority's online compliance reporting system. The Commonwealth also encourages the participation of Portuguese Business Enterprises (PBE), Lesbian, Gay, Bisexual, and Transgender Business Enterprises (LGBTBE); and Disability-Owned Business Enterprises (DOBE) on its contracts.

- D. Prevailing Wages.** The Contractor shall comply with M.G.L. c. 149, §§ 26-27H. The prevailing wage schedule is found in Exhibit A to the "Instructions to Bidders" included in the public solicitation of bids for this Project, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. The Awarding Authority is not responsible for any errors, omissions, or misprints in said schedule. Such prevailing wage schedule shall continue to be the minimum rate wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L. c. 149, §§ 26-27H. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by Law. The Contractor shall cause a copy of said schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L. c. 149, § 34B). In accordance with M. G. L. c. 149, §27 the Contractor shall obtain from the Awarding Authority annual updates to prevailing wage schedules for all public construction projects lasting longer than one year. The Contractor is required to obtain the

wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The Contractor and all Subcontractors are required to anticipate such annual updated prevailing wage schedules and neither the Contractor nor any Subcontractors shall be entitled to claim additional compensation for base contract work due to updated prevailing wage schedules.

- E. Payroll Records and Statement of Compliance.** The Contractor shall comply and shall cause its Subcontractors to comply with M.G.L. c. 149, § 27B, which requires that a true and accurate record be kept of all persons employed on the Project for which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its Subcontractors to, submit weekly certified copies of their weekly payroll records to the Awarding Authority at no additional expense to the Awarding Authority. The Awarding Authority may at all reasonable times audit such reports. DCAMM requires submission of weekly payroll reports and related information through DCAMM's online compliance reporting system. In addition, the Contractor and each Subcontractor shall furnish to the Executive Department of Labor within fifteen (15) days after completion of its portion of the Work a signed statement in the form required by the Awarding Authority.
- F. Vehicle operators.** If the Director of the Department of Labor and Workforce Development has established a schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Work, the Contractor shall be obligated to pay such operators at least the minimum wage rate contained on such schedule. (See M.G.L. c.149, §§ 26-27H).
- G. Eight Hour Day.** The Contractor shall comply with M.G.L. c. 149, §§ 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, or more than six (6) days in any one week, except in cases of extraordinary emergency.
- H. Timely Payment of Wages.** The Contractor shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, § 148 which requires the weekly or biweekly payment of employees within six (6) days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.
- I. Lodging, etc.** The Contractor shall comply with, and shall cause its Subcontractors to comply with, M.G.L. c. 149, § 25 which provides that 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.
- J. Truck Rates.** The use by the Contractor of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State or Federal government which may be

authorized by Law to set rates or otherwise regulate the use of such vehicles. The Contractor expressly assumes the risk of any additional expense that may arise by reason of any change in such minimum rates and charges, and rules and regulations, and shall be entitled to no additional compensation or reimbursement by reason thereof.

K. Anti-Boycott Covenant (Executive Order 130). The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E, § 2. If there shall be a breach in the warranty, representation or agreement contained in this paragraph, then without limiting such other rights as it may have the Awarding Authority shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor; or which directly or indirectly owns at least 51% of the Ownership interests of the Contractor.

L. Contractor's Agreements with Suppliers--Anti-Boycott Provisions.

- (1) The Contractor shall not purchase or rent any materials, equipment, machinery, vehicles, or supplies for or in connection with the Work from any person or entity who does not sign, under pains and penalties of perjury, a certificate that recites: "The undersigned warrants, represents and agrees that during the time its agreement with {insert contractor's name} is in effect for materials, supplies or equipment to be used in connection with the {insert the name of the Awarding Authority} Project No. {insert project number}, neither the undersigned or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c.151E, § 2. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the undersigned or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the undersigned; or which directly or indirectly owns at least 51% of the ownership interests of the undersigned."
- (2) The Awarding Authority shall not be obligated to pay the Contractor for the cost of any materials, supplies, or equipment purchased or rented from any individual or entity from whom the Contractor has not previously obtained and delivered to the Awarding Authority the certificate that the previous paragraph requires. The Contractor will immediately terminate its contract with any supplier who breaches the warranty, representation and agreement contained in the previous paragraph.
- (3) The Contractor shall include in the Contractor's agreement with any person or entity from whom the Contractor intends to purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work: (a) a notice that this Contract obligates the Contractor to terminate the supply contract upon discovery of such breach of the sworn certificate delivered under subparagraph (1) above and such termination shall be without liability to the Contractor or the Awarding Authority; and (b) a provision which states: "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 the undersigned vendor which pertain to the performance and requirements of this agreement to provide materials of any nature to the undersigned contractor in connection with State Project No. (insert project number)."

- M. Access to Contractor's Records (Executive Order 195).** The Governor of the Commonwealth or his/her designee, the secretary of administration and finance, and the state auditor or his/her 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.
- N. Northern Ireland (M.G.L. c. 7, § 22C).** Pursuant to M.G.L. c. 7, § 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ ten (10) or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten (10) or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- O. Data Security Certifications.** For all contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A or access to agency systems containing such information or data, the Contractor certifies under the pains and penalties of perjury that the Contractor (a) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (b) has reviewed all of the "Enterprise Information Security Policies and Standards" published by the Executive Office for Technology Services and Security ("TSS"), or stricter standards prescribed by Owner. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:
- (1) obtain a copy, review, and comply with the pertinent security guidelines, standards and policies;
 - (2) comply with the "Enterprise Information Security Policies and Standards" published by TSS, or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Owner;
 - (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and Subcontractors;
 - (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the Awarding Authority from the unauthorized access, destruction, use, modification, disclosure or loss;
 - (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or Subcontractors during or after

the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;

- (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the Awarding Authority if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the Awarding Authority to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the Awarding Authority and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

ARTICLE XI

CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS

(M.G.L. c. 30, § 39R)

1. Definitions.

The words defined herein shall have the meaning stated below whenever they appear in this Article XI:

"Independent Certified Public Account" 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/her residence or principal office and 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.

"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.

"Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted 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 or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

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

2. Record Keeping.

- A.** The Contractor shall make, and keep for at least six (6) years after final payment, books, records, and accounts that in reasonable detail accurately and fairly reflect the transactions and dispositions of the Contractor.
- B.** Until the expiration of six (6) years after final payment, the Inspector General, DCAMM, and the Awarding Authority shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.
- C.** The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority including 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.
- D.** The Contractor represents that it has, prior to the execution of the Contract, filed a statement of management on internal accounting controls as set forth in Article XI.3 below.
- E.** The Contractor represents that it has, prior to the execution of the Contract, filed an audited financial statement for the most recent completed fiscal year as set forth in Article XI.4 below and will continue to file such statement annually during the term of the Contract.

3. Statement of Management Controls.

- A.** The Contractor 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:
 - (1) transactions are executed in accordance with management's general and specific authorization;
 - (2) transactions are recorded as necessary to: (a) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets;
 - (3) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (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.
- B.** The Contractor shall file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
 - (1) whether the representations of management in response to Article XI.3 above are consistent with the results of management's evaluation of the system of internal accounting controls; and
 - (2) whether such representations of management are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.

4. Annual Financial Statement.

- A. The Contractor shall annually file with DCAMM during the term of the Contract a financial statement prepared by an independent certified public accountant based on 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.
- B. The office of Inspector General and DCAMM shall have the right to enforce the provisions of this Article. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to M.G.L. c. 149, § 44C.

5. Bid Pricing Materials.

The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the bid that induced the Awarding Authority to enter into this Contract (the "Bid Pricing Materials") for at least six (6) years after the Awarding Authority makes final payment under this Contract.

ARTICLE XII
EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION
AND AFFIRMATIVE ACTION PROGRAM.
[EXECUTIVE ORDERS 524 & 565] (See Appendix A)

This Contract includes the provisions of the Awarding Authority's "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program" attached as Appendix A to these General Conditions and incorporated herein by reference.

ARTICLE XIII
GOALS FOR PARTICIPATION BY MINORITY BUSINESS
ENTERPRISES AND WOMEN BUSINESS ENTERPRISES
[M.G.L. c. 7C, § 6 & EXECUTIVE ORDERS 524 & 565]

This Contract includes the provisions of the Awarding Authority's program relating to "Goals for Participation by Minority Business Enterprises and Women Business Enterprises" attached as Appendix B to these General Conditions and incorporated herein by reference.

ARTICLE XIV
INSURANCE REQUIREMENTS

1. Insurance Generally.

- A. The Contractor shall purchase and maintain insurance of the type and limits listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
- B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of "A-" or better as assigned by AM Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the Awarding Authority, or otherwise acceptable to the Awarding Authority.
- C. Contractor shall submit each certificate of insurance, acceptable to the Awarding Authority, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or

self-insured retentions, and policy effective and expiration dates. Certificates shall show the Awarding Authority, the Owner and anyone else the Awarding Authority requests as an additional insured as to all policies of liability insurance. Certificates shall specifically note the following:

- (1) that the general liability policy includes contractual liability.
- (2) that the general liability policy includes the Owner and Awarding Authority as additional insureds for ongoing operations (CG 20 10) and for completed operations (CG 37 10) or equivalent endorsements.
- (3) that the automobile liability, umbrella liability and pollution liability policies include the Owner and Awarding Authority as an additional insured;
- (4) that the general liability policy includes endorsement CG 24 04 or equivalents, a waiver of subrogation in favor of the Owner and Awarding Authority.
- (5) that the builders' risk or installation floater is on an all risk basis including earthquake and flood, and includes the Awarding Authority, Owner, Contractor, Subcontractors and suppliers of any tier as a named insured or loss payee as their interests may appear; and
- (6) that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Awarding Authority.

Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all times possess certificates indicating current coverage.

- D. The Contractor shall file one certified complete copy of all policies and endorsements with the Awarding Authority within sixty (60) days after Contract award. If the Awarding Authority is damaged by the Contractor's failure to maintain such insurance and to comply with the terms of this Article, then the Contractor shall be responsible for all costs and damages to the Awarding Authority attributable thereto.
- E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Awarding Authority at least thirty(30) days prior to the effective date thereof, which shall be expressed in said notice.
- F. The Contractor is responsible for the payment of any and all deductibles under all of the insurance required below. The Awarding Authority shall not in any instance be responsible for the payment of deductibles, self-insured retentions, or any portion thereof.

2. Contractor's Commercial General Liability.

- A. The Contractor shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/project basis. The policy shall provide the following minimum coverage to protect the Contractor from claims with respect to the operations performed by Contractor and any employee, Subcontractor, or supplier, or by anyone for whose acts they may be liable unless a higher coverage is specified in Exhibit A to the Contract, in which case the Contractor shall provide the additional coverage:

Bodily Injury &	\$1,000,000 each occurrence
Property Damage	\$2,000,000 general aggregate per project
Products & Completed Operations	\$1,000,000 annual aggregate
Personal & Advertising Injury	\$1,000,000 each occurrence
Medical Expenses	\$10,000

- B. This policy shall include coverage relating to explosion, collapse, and underground property damage.
- C. This policy shall include contractual liability coverage.
- D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Awarding Authority. The Contractor shall provide renewal certificates of insurance to the Awarding Authority as evidence that this coverage is being maintained.
- E. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
- F. This policy shall include the Awarding Authority, the Owner and anyone else requested by the Awarding Authority as an additional insured via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.
- G. The policy shall include endorsement CG 24 04, a waiver of subrogation in favor of the Awarding Authority and Owner.

3. **Automobile Liability.**

- A. The Contractor shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Exhibit A to the Contract, in which case the Contractor shall provide the additional coverage:

Bodily Injury & Property Damage \$1,000,000 combined single limit

- B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Exhibit A to the Contract, the Contractor, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall include coverage Form MCS-90.
- C. The policy shall name the Awarding Authority and Owner as additional insureds.
- D. The policy shall contain a waiver of subrogation in favor of the Awarding Authority and Owner.

4. **Contractor's Pollution Liability.**

The Contractor shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the Contractor during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of

property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Awarding Authority and Owner shall be named as an additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Exhibit A to the Contract, in which case the Contractor shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$3,000,000 aggregate

5. Worker's Compensation.

A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149, § 34A and c. 152, as amended, unless a higher coverage is specified in Exhibit A to the Contract, in which case the Contractor shall provide the higher coverage:

Worker's Compensation	Statutory limits
Employer's Liability	\$ 500,000 each accident
	\$ 500,000 disease per employee
	\$ 500,000 disease policy aggregate

- B. If specified in Exhibit A to the Contract the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), Maritime Liability for \$1,000,000/\$1,000,000 or Federal Employer’s Liability Act liability.
- C. The policy shall contain a waiver of subrogation in favor of the Awarding Authority and Owner.

6. Builder's Risk/ Installation Floater/Stored Materials.

- A. The Contractor shall purchase and maintain coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, terrorism (“certified” and “non-certified”), collapse, earthquake, flood (if the project is not in an "A" or a "V" flood zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Designer’s and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and stored materials coverage in an amount equal to the value of the stored materials as required in Article XIV.6.C. below.
- B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or

damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Designer's and Contractor's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall be the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in Article XIV.6.C. below.

- C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at an off -Site location shall be forthwith replaced by the Contractor at no expense to the Awarding Authority.
- D. The policy or policies shall specifically state that they are for the benefit of and payable to the Awarding Authority, the Owner, the Contractor, Subcontractors, and all persons furnishing labor or labor and materials for the Work, as their interests may appear. The policy or policies shall list the Awarding Authority, the Owner, the Contractor, and Subcontractors of any tier as named insureds.
- E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.
- F. Coverage shall include permission for temporary occupancy and a waiver of subrogation in favor of the Awarding Authority and Owner
- G. Coverage shall be maintained until Final Acceptance by the Awarding Authority and Owner of the Contract and final payment has been made.
- H. A loss under the property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds. The Contractor shall pay the Subcontractors their just shares of insurance proceeds received by the Contractor and shall require Subcontractors to make payments to their sub-Subcontractors in similar manner.

7. Umbrella Coverage.

The Contractor shall provide umbrella coverage in a form at least as broad as primary coverages required by subparagraphs 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Contract, in which case the Contractor shall provide the higher amount:

<u>Contract Price:</u>	<u>Limit of Liability:</u>
Under \$1,000,000	\$2,000,000 per occurrence
\$1,000,001 -- \$5,000,000	\$5,000,000 per occurrence
\$5,000,001-- \$10,000,000	\$10,000,000 per occurrence
\$10,000,001 and over	\$25,000,000 per occurrence

8. Additional Types of Insurance.

The Contractor shall provide such other types of insurance as may be required by Exhibit A to the Contract.

ARTICLE XV

INDEMNIFICATION

1. Generally.

To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel appointed as a Special Assistant Attorney General and subject to the supervision of the Attorney General of the Commonwealth of Massachusetts as required by M.G.L. c. 12, § 3) and hold harmless the Owner, Awarding Authority and Designer and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys' fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from: labor performed or furnished and/or materials used or employed in the performance of the Work; violations by Contractor, any Subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work (including, without limitation, suppliers) or anyone for whose acts any of them may be liable (Contractor, Subcontractor and all such persons herein collectively called "Contractor's Personnel") of any Laws; violations of any provision of this Contract by any of Contractor's Personnel; injuries to any persons or damage to any property in connection with the Work; any act, omission, or neglect of Contractor's Personnel.

The Contractor shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses, are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by Contractor's Personnel against parties indemnified hereunder, the Contractor's indemnification obligation set forth above 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. 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 XV.

2. Designer's Actions.

The obligations of the Contractor under Section 1 above shall not extend to the liability of the Designer, its agents or employees, arising out of (i) the preparation or approval of maps, Drawings, opinions, reports, surveys Change Orders, designs, or Specifications, or (ii) the giving of or the failure to give directions or instructions by the Designer, its agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

3. Survival.

The provisions of this Article XV are intended to survive Final Acceptance and/or any termination of this Contract.

ARTICLE XVI
PERFORMANCE AND PAYMENT BONDS

1. Contractor Bonds.

- A.** The Contractor shall provide performance and payment (labor and materials) bonds in the form provided by the Awarding Authority, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance and whose name appears on United States Treasury Department Circular 570. Each such bond shall be in the amount of the Contract Price.
- B.** If at any time prior to final payment to the Contractor, the Contractor's surety:
- (1) is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
 - (2) has liquidated all assets and/or has made a general assignment for the benefit of its creditors;
 - (3) is placed in receivership;
 - (4) otherwise petitions a state or federal court for protection from its creditors; or
 - (5) allows its license to do business in Massachusetts to lapse or be revoked;
- then the Contractor shall, within twenty-one (21) days of any such action listed above, provide the Awarding Authority with new performance and payment bonds as described in Article XVI.1.A above. Such bonds shall be provided solely at the Contractor's expense.

2. Subcontractor Bonds.

- A.** If the Contractor provided in its General Bid that any or all filed Subcontractors shall provide the Contractor with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the Contractor. Irrespective of whether the Contractor requests payment and performance bonds from their respective Subcontractors, the Contractor understands that if the Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination.
- B.** If the Contractor provided in its General Bid that filed Subcontractors shall provide bonds, and subsequently waives the requirement, the Contractor shall give the Awarding Authority a written certification that the Contractor understands that if the filed Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination and the Awarding Authority shall be entitled to a credit adjustment to the Contract Price in an amount equal to the bond premium Contractor would have paid had Contractor required the filed Subcontractor to provide such bonds. The Awarding Authority may, at its election, either issue a credit Change Order, withhold such amount from any payments due the Contractor and/or receive a payment from the Contractor for such amount.

ARTICLE XVII
TERMINATION OF CONTRACT

1. Termination for Cause.

- A.** The Awarding Authority may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within three (3) days after the giving of notice thereof by the Awarding Authority to the Contractor and any surety that has given bonds in connection with this Contract:
- (1) The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
 - (2) The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Awarding Authority as determined that the rate of progress required for the timely completion of the Work is not being met;
 - (3) The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
 - (4) All or a part of the Work has been abandoned;
 - (5) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
 - (6) The Contractor has failed to comply with Laws;
 - (7) The Contractor fails to maintain or provide to the Awarding Authority evidence of the insurance or bonds required by this Contract, or
 - (8) The Contractor has failed to prosecute the Work or any portion thereof as required under this Contract or has otherwise breached any material provision of this Contract.
- B.** The Awarding Authority shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the Awarding Authority may, at its option:
- (1) hold the Contractor and its sureties liable in damages for a breach of Contract;
 - (2) notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Owner may designate;
 - (3) complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;
 - (4) require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract;

- (5) take such other lawful action as is deemed by the Awarding Authority to be in the best interest of the Owner.

If the Awarding Authority elects to complete all or any portion of the Work as specified in Article XVII.1.B.(3) above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Awarding Authority may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Awarding Authority as directed by the Awarding Authority. In such case, the Awarding Authority shall not make any further payments to the Contractor until the Work is completely finished. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Site after the Owner has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, after publication of notice thereof at least twice in any newspaper published in the county where the Work is being performed, and the proceeds credited to the Contractor's account; or they may, at the option of the Awarding Authority, be stored at the Contractor's expense subject to a lien for the storage charges.

- C. Damages and expenses incurred under Article XVII.1.B above shall include, but not be limited to, costs for the Designer's extra services required, in the opinion of the Awarding Authority, to successfully inspect and administer the construction contract through Final Acceptance of the Work.
- D. Expenses charged under Article XVII.1.B above may be deducted and paid by the Awarding Authority out of any moneys then due or to become due the Contractor under this Contract.
- E. All sums damages, and expenses incurred by the Owner to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

2. Termination For Convenience.

- A. The Awarding Authority may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.
- B. In case of such termination without cause, the Contractor shall be paid:
 - (1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which the Awarding Authority determines is necessary to correct or complete the Work performed to the date of termination; plus
 - (2) a reasonable sum to cover the expenses which Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.
- C. Lost profits shall not be payable. The payment provided in Article XVII.2.B above shall be considered to fully compensate the Contractor for all claims and expenses and those of

any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination.

3. Contractor's Duties Upon Termination For Convenience.

Upon termination of this Contract for convenience as provided above in Article XVII.2, the Contractor shall: (1) stop the Work; (2) stop placing orders and subcontracts in connection with this Contract; (3) cancel all existing orders and subcontracts; (4) surrender the Site to the Awarding Authority in a safe condition; (5) transfer to the Awarding Authority all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, Specifications and other information and documents used in connection with this Contract.

ARTICLE XVIII **MISCELLANEOUS PROVISIONS**

1. No Assignment by Contractor.

The Contractor shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of the Awarding Authority and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor's claims hereunder, unless with the like consent of the Awarding Authority, whether said assignment is made before, at the time of, or after the execution of the Contract. The Contractor shall remain responsible for satisfactory performance of all Work sublet or assigned. Consent of the Awarding Authority shall not be deemed to constitute a representation or waiver of any right hereunder by the Awarding Authority as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. Non-Appropriation.

The Awarding Authority certifies that at the time of the execution of this Contract, sufficient appropriations exist and shall be encumbered to fund the Contract Price. Payments are subject to appropriation and shall be made only for work performed in accordance with the terms of this Contract. The Contractor shall not be obligated to perform and shall not perform work outside the scope of this Contract without an appropriate amendment to this Contract, and a sufficient appropriation(s) to support such additional work. The Awarding Authority may immediately terminate or suspend this Contract in the event that the appropriation(s) funding this Contract is eliminated or reduced to an amount which will be insufficient to support anticipated future obligations under this Contract. Such termination shall be deemed a termination for convenience subject to the provisions of Article XVII.2 of these General Conditions.

3. Claims by Others Not Valid.

No person other than the Contractor shall acquire any interest in this Contract or claim against the Awarding Authority or Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, § 39F.

4. No Personal Liability of Public Officials.

No public official, employee, or agent of the Awarding Authority or Owner shall have any personal liability for the obligations of the Awarding Authority or Owner set forth in this Contract.

5. Severability.

The provisions of this Contract are severable, and if any of these provisions shall be held unconstitutional or unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other provisions of this Contract.

6. Choice of Laws.

This Contract shall be governed by the Laws of the Commonwealth of Massachusetts for all purposes, without regard to its Laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. Standard Forms.

Unless directed otherwise in writing by the Awarding Authority, Contractor shall use the standard forms in use by Awarding Authority appearing in Appendix C to these General Conditions.

8. No Waiver of Subsequent Breach.

No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

9. Remedies Cumulative.

All remedies of the Awarding Authority provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by the Awarding Authority in its sole discretion. The Awarding Authority shall also be entitled as of right to specific performance and equitable relief including the right to an injunction against any breach of any of the provisions of this Contract.

10. Notices.

Notices to the Contractor shall be deemed given when hand delivered to the Contractor's temporary field office at or near the Site, or when deposited in the U.S. mail addressed to the Contractor at the Contractor's address specified in the Contract, or when delivered by courier to either location. Unless otherwise specified in writing by the Awarding Authority, notices and deliveries to the Awarding Authority shall be effective only when delivered to the Awarding Authority at the address specified in the Contract and date-stamped at the reception desk or for which a receipt has been signed by the agent or employee designated by the Awarding Authority to receive official notices.

11. Additional Information.

Recognizing that the Awarding Authority may find it necessary during the progress of the Work to establish the current status of performance under the Contract Documents, the Contractor shall, without limitation of any other requirements of the Contract Documents, promptly provide upon request statements, documents, or information to the Awarding Authority or others regarding the status of the Work, compliance of the Work with the Contract Documents, compliance by the Contractor or any Subcontractor with the Contract Documents, the names of Subcontractors or suppliers, amounts due or to become due, amounts previously paid to Subcontractors or suppliers, estimates of the portion of the Work completed and the cost of completing the Work, and such other matters within the scope of the Contractor's performance under the Contract Documents as the Awarding Authority may reasonably require.

12. Information Confidential.

Except as required for the discharge of its duties to the Awarding Authority under this Contract, or required by subpoena or court order, the Contractor and any of its Subcontractors agree to hold all information, documents, and materials obtained or developed in connection with its performance under this Contract (including, without limitation, all prints, plans, policies, procedures, studies, specifications and drawings, which relate to internal layout and structural elements, electrical and mechanical systems, security measures, emergency preparedness, threat or vulnerability assessments, and any other records relating to the security or safety of persons or buildings, structures, facilities, utilities, transportation or other infrastructure located within the Commonwealth) that the Contractor and any of its Subcontractors should reasonably know to be of a confidential or sensitive nature ("Confidential Information") in the strictest confidence, and shall not communicate, release, or disclose Confidential Information in any to any third party without the prior written Approval by the Awarding Authority. The Contractor shall not use any Confidential Information other than for the performance of the Work under this Contract. The Contractor shall inform all persons to whom any such Confidential Information has been or will be communicated, released, or disclosed of the privileged and confidential nature of Confidential Information, and shall ensure that all necessary steps are taken so that such Confidential Information is treated confidentially. Without limiting the foregoing, if the Project is a designated "Security Sensitive Information" project, the Contractor shall execute separate "Security Sensitive Information Procedures" and confidentiality agreements and shall comply with such document protection requirements as may be referenced in said agreement.

13. Consequential Damages.

In no event shall DCAMM be liable to the Contractor except for obligations expressly assumed by the Awarding Authority or the Designer under the Contract Documents, nor shall the Awarding Authority ever be liable to the CM for indirect, special or consequential damages.

14. Conflict of Interest.

The Contractor shall familiarize its employees assigned to perform services under this Contract with the provisions of M.G.L. c. 268A (the Massachusetts conflict-of-interest statute). The Contractor that the CM is an "interested party" for purposes of the aforementioned statute. Accordingly, if the Awarding Authority is a "state agency" for

purposes of the aforementioned statute, the Contractor and its employees and agents shall not offer or provide any employee of the Awarding Authority any gift, gratuity, favor, meal, entertainment, loan or other item of monetary value. The Contractor warrants and represents that it currently has no interest and shall not acquire any interest, direct or indirect, which would be adverse to or conflict in any manner with the performance of its services under this Contract or with the interest of the Awarding Authority or the Project. The Contractor further agrees that in the performance of this Contract no person or entity having any such adverse or conflicting interest shall be employed or granted a Subcontract. Except with the Awarding Authority's knowledge and express consent, the Contractor shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to be adverse to the interests of the Awarding Authority or to compromise the Contractor's professional judgment with respect to the Project. The Contractor has a continuing obligation to divulge to the Awarding Authority all circumstances of its relationships with third parties, as well as any other interests that may have an effect on the Awarding Authority or the Project at the time of execution of this Contract or during its effectiveness. If the Awarding Authority believes that there is or has been a conflict of interest, or the appearance of a conflict of interest, it will so notify the Contractor. The Contractor shall make full disclosure of all material facts, and shall have a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of conflict of interest, including the right to request a meeting with the Awarding Authority to explain its position. If the conflict of interest or appearance of conflict of interest is not cured to the satisfaction of the Awarding Authority or the controversy otherwise resolved prior to expiration of such thirty (30) days period, the Contractor shall be deemed to be in default of this Contract and the Awarding Authority may exercise any remedies available to it under this Contract or applicable law.

15. Sexual Harassment and Workplace Violence Prevention.

The Contractor shall promote a workplace that is free from sexual harassment and workplace violence, and to require all of its subcontractors to agree to the same. The Commonwealth does not tolerate sexual harassment, workplace violence, or a hostile work environment. It is the goal of the Commonwealth of Massachusetts to promote a workplace where people treat each other with dignity and respect. This applies to all Commonwealth employees, consultants, contractors and subcontractors regardless of tier, and covers actions within, by, among, and across these groups as they interact with each other. Without limiting its other rights and remedies of removal and/or termination, the Awarding Authority reserves the right to remove or terminate individuals and/or contractors whose conduct violates any of the provisions of this paragraph.

**END OF GENERAL CONDITIONS
APPENDICES APPEAR ON THE FOLLOWING PAGES**

APPENDIX A to General Conditions of the Contract

The following provisions form Article XII of the General Conditions of the Contract where DCAMM is the Awarding Authority.

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

1. Compliance Generally.

For purpose of this Article, "minority" refers to Asians, Blacks, Western Hemisphere Hispanics, Native Americans, and Cape Verdeans; "Commission" refers to the Massachusetts Commission Against Discrimination. During the performance of this Contract, the Contractor and all of its Subcontractors (hereinafter collectively referred to as the Contractor) shall comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

2. Non-Discrimination and Affirmative Action.

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, gender identity, sexual orientation, age, handicap, mental illness, genetic information or active military duty. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall comply with the provisions of M.G.L. c.151B and all other applicable anti-discrimination and equal opportunity laws.

B. The Contractor shall comply with the provisions of Executive Order 526, entitled Order Regarding Nondiscrimination, Diversity, Equal Opportunity and Affirmative Action, which prohibits unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. Executive Order 526 is herein incorporated by reference and made a part of this Contract.

Pursuant to Executive Order 526 the Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor must certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and commit to purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of Contract that may subject Contractor to appropriate sanctions.

C. In connection with the performance of the Work, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sexual orientation, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sexual orientation, or sex. A purpose of this provision is to ensure to the fullest

extent possible an adequate supply of skilled tradesmen for future public construction projects.

D. If the Contractor shall use any subcontractor on any work performed under this Contract, the Contractor shall take affirmative steps to negotiate with qualified minority and women subcontractors. These affirmative steps shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of Minority and Women Business Assistance or its designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids. In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and affirmative action.

E. As part of its obligation of remedial action under this Article, the Contractor shall maintain on this project not less than the percent ratio set forth in the Owner - Contractor Agreement of minority employee worker hours to total worker hours in each job category including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in M.G. L. c. 149, s. 44F.

G. In the hiring of minority journeypersons, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Commission, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the Awarding Authority.

3. Liaison Committee, Reports and Records.

A. At the option of the Awarding Authority, there may be established for the term of this Contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the Awarding Authority, the Commission and such other representatives as may be designated by the Commission in conjunction with the Awarding Authority. The Contractor (or his agent, if any, designated by him as the on-Site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

B. The Contractor shall prepare projected staffing tables on a quarterly basis. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also when updated, to the Awarding Authority and Liaison Committee. The Contractor shall prepare weekly reports in a form approved by the Awarding Authority of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these shall be provided at the end of each such week to the Awarding Authority and to the Liaison Committee.

C. Records of employment referral orders, prepared by the Contractor, shall be made available to the Awarding Authority and to the Liaison Committee on request.

D. A designee of the Awarding Authority and a designee of the Liaison Committee shall each have right to access to the Site.

E. The Contractor shall comply with the provisions of M.G.L. c. 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this Contract.

F. The Contractor shall provide all information and reports required by the Awarding Authority or the Commission on forms and in accordance with instructions issued by either

of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Awarding Authority or the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Owner's supplementary affirmative action Contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Awarding Authority or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.

4. Sanctions.

A. Whenever the Awarding Authority, the Commission, or the Liaison Committee believes the Contractor or any Subcontractor may not be operating in compliance with the terms of this Article, the Commission shall directly, or through its designated agent, conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Article. If the Commission or its agent finds the Contractor or any Subcontractor not in compliance, it may make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission **may** make a final report of non-compliance, and recommend to the Awarding Authority the imposition of one or more of the sanctions listed below. If, however, the Commission believes the Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the Awarding Authority shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

- (1) The recovery by the Awarding Authority from the Contractor of 1/100 of 1% of the Contract award price or \$1,000 whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the Awarding Authority from the Contractor, to be assessed by the Contractor as a back charge against the subcontractor, of 1/10 of 1% of the sub-Contract Price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;
- (2) The suspension of any payment or part thereof due under the Contract until such time as the Contractor or any subcontractor is able to demonstrate his compliance with the terms of the Contract;
- (3) The termination or cancellation of the Contract, in whole, or in part, unless the Contractor or any Subcontractor is able to demonstrate within a specified time his compliance with the terms of the contract;
- (4) The denial to the Contractor or any subcontractor of the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

B. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that it is in compliance with this Article, the Contractor may request the Awarding Authority, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the Awarding Authority, based on the recommendation of the Commission, shall either lift the sanctions or reimpose them.

C. Sanctions recommended by the Commission and enumerated under Section 4 above shall not be imposed by the Awarding Authority except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Commission

or its agent shall be initiated without prior notice to the Contractor. **D.** Notwithstanding the provisions of 4A-4C above, if the Awarding Authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of this Article, it may suspend any payment or portion thereof due under the Contract until the contractor demonstrates to the satisfaction of the Awarding Authority compliance with the terms of this Article. This temporary suspension of payments by the Awarding Authority is separate from the sanctions set forth in Section 4A-4C of this Article above, which are determined by MCAD and recommend to the Awarding Authority. Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the Awarding Authority, and the Awarding Authority has concluded upon review of all the evidence that such penalty is justified. Payment shall not be suspended if the Awarding Authority finds that the Contractor made its best efforts to comply with this Article, or that some other justifiable reason exists for waiving the provisions of this Article in whole or in part.

END OF APPENDIX A

APPENDIX B to General Conditions of the Contract

The following provisions form Article XIII of the General Conditions of the Contract where DCAMM is the Awarding Authority.

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (M.G.L. c. 7C, § 6 and EXECUTIVE ORDERS 526 & 565)

1. Goals.

A. The goals for minority business enterprise and woman business enterprise participation established for this Contract are as set forth in the Owner - Contractor Agreement.

B. The Contractor and all Subcontractors, sub-subcontractors, and materials suppliers shall comply with all of the terms and conditions of this Article, which include the provisions pertaining to MBE/WBE participation set forth in the Owner - Contractor Agreement in order to meet the MBE/WBE participation goals established for this Contract.

2. MBE/WBE Participation Credit.

A. If the Contractor is itself an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the entire Contract Price less the value of the work actually performed by other MBE or WBE firms on the Contract. If the Contractor is not an MBE or WBE, then MBE/WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

B. If the Contractor is a joint venture with one or more MBE/WBE joint venturers, MBE/WBE participation credit shall be given to the joint venture as follows:

(1) If the joint venture is certified by the Massachusetts Supplier Diversity Office (SDO) as an MBE or WBE, MBE/WBE participation credit shall be given in an amount equal to the entire Contract Price.

(2) If the joint venture is not certified as an MBE or WBE by the SDO, MBE/WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the MBE/WBE joint venturer(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

C. If an MBE/WBE supplies but does not install equipment or materials, MBE/WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. MBE/WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, MBE/WBE participation credit shall be given for 15% of the purchase order.

D. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

3. Establishing MBE/WBE Status.

A. A minority owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the Supplier Diversity Office (“SDO”).

B. A woman owned business shall be considered a WBE only if it has been certified as a woman business enterprise by SDO.

C. Certification as a disadvantaged business enterprise (“DBE”), certification as an MBE/WBE by any agency other than SDO, or submission of an application to SDO for certification as an MBE/WBE shall not confer MBE/WBE status on a firm for the purposes of this Contract. Please note that only firms SDO certified as MBE or WBEs can be credited toward meeting project MBE or WBE goals.

4. Subcontracts With MBE/WBEs.

Within thirty (30) days after the award of this Contract, the Contractor shall (i) execute a subcontract with each MBE/WBE Subcontractor which has executed a Letter of Intent Approved by the Awarding Authority, (ii) cause its Subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor they committed to utilize, and (iii) furnish the Awarding Authority with a signed copy of each such subcontract and sub-subcontract through DCAMM's Online Compliance Reporting System.

5. Performance of Contract Work by MBE/WBEs.

A. The Contractor shall not perform with its own organization, or subcontract or assign to any other firm, work designated to be performed by any MBE/WBE in the Letters of Intent or Schedule for MBE/WBE Participation without the prior written Approval of the Awarding Authority, nor shall any MBE/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior written Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others shall be a change in the MBE/WBE Work for the purposes of this Contract. The Awarding Authority WILL NOT APPLY TO THE MBE OR WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF MBE/WBE WORK BY OTHERS.

B. The Contractor shall be responsible for monitoring the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own MBE/WBE Work with its own workforce.

C. The Contractor and each MBE/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

6. Notification of Changes in MBE/WBE Work.

A. If at any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WBE Work, or that the Contractor will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.

B. Any notice of a change in MBE/WBE Work pursuant to subparagraph “A” above shall include a revised Schedule for MBE/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

7. Actions Required If There is a Reduction in MBE/WBE Participation.

A. In the event there is a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a Change Order initiated by the Awarding Authority, then the Contractor shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:

(1) The Contractor shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting to MBE/WBEs. The Contractor shall send a list of such items of work to the Awarding Authority, together with a list of the remaining items of the Work that were not made available to MBE/WBEs and the reason for not making such work available for subcontracting to MBE/WBEs.

(2) The Contractor shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to MBE/WBEs to all MBE/WBEs qualified to perform such work. The Contractor shall advise the Awarding Authority of (i) each MBE/WBE solicited, and (ii) each MBE/WBE listed in the SDO directory under the applicable trade category who was not solicited and the reasons therefor. The Contractor shall also advise the Awarding Authority of the dates notices were mailed and provide a copy of the written notice(s) sent.

(3) The Contractor shall make reasonable efforts to follow up the written notices sent to MBE/WBEs with telephone calls or personal visits in order to determine with certainty whether the MBE/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority evidencing this effort.

(4) The Contractor shall make reasonable efforts to assist MBE/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract, and shall provide the Awarding Authority with evidence that such efforts were made.

(5) The Contractor shall provide the Awarding Authority with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE who submitted a proposal, if applicable.

(6) The Contractor shall take any additional measures reasonably requested by the Awarding Authority to meet the MBE/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from MBE/WBEs, and/or sending written notification to MBE/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to MBE/WBEs.

B. If the Contractor is unable to meet the MBE/WBE participation goals for this Contract after complying fully with each of the requirements of paragraph “A” above, and the Contractor is otherwise in full compliance with the terms of this Article, the Awarding Authority may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

8. Suspension of Payment and/or Performance for Noncompliance.

A. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE

participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions of paragraphs 1 through 7 above, the Awarding Authority may:

(1) suspend payment to the Contractor of an amount up to the full value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule for MBE/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 9, and/or

(2) suspend the Contractor's performance of this Contract in whole or in part.

B. The Awarding Authority shall give the Contractor prompt written notice of any action taken pursuant to paragraph A above and shall give the Contractor and any other interested party, including any MBE/WBEs, an opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SDO and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken pursuant to this paragraph.

C. Upon a showing that the Contractor is in full compliance with the requirements of this Article, or that the Contractor has met or will meet the MBE/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld pursuant to clause A(1) above, and lift any suspension of the Contractor's performance under clause A(2) above.

9. Liquidated Damages; Termination.

A. If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 8 above, the Awarding Authority shall have the following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the MBE/WBE participation goals set forth in this Contract:

(1) the Awarding Authority may terminate this Contract, and/or

(2) the Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between (x) the total of the MBE/WBE participation goals set forth in this Contract, and (y) the amount of MBE/WBE participation credit given to the Contractor for MBE/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the M/BE/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.

B. Before exercising its rights and remedies hereunder, the Awarding Authority may, but the Awarding Authority shall not be obligated to, give the Contractor and any other interested party another opportunity to present evidence to the Awarding Authority that

the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SDO and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

10. Reporting Requirements.

The Contractor shall submit to the Awarding Authority all information or documentation that is necessary in the judgment of the Awarding Authority to ascertain whether or not the Contractor has complied with any of the provisions of this Article.

11. Awarding Authority's Right to Waive Provisions of this Article in Whole or In Part.

The Awarding Authority reserves the right to waive any provision or requirement of this Article if the Awarding Authority determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by a representative of the Awarding Authority's Compliance Office or the Office of its General Counsel. No other action or inaction by the Awarding Authority shall be construed as a waiver of any provision of this Article.

END OF APPENDIX B

APPENDIX C to the General Conditions of the Contract

INDEX OF REQUIRED CONTRACT ADMINISTRATION FORMS

(Forms used during bidding are located in Attachment B to the Instructions to Bidders)

- ☐ ~~Form of Subcontract MGL c.149 §44F~~
- ☐ ~~Procedure for Payment to Contractors~~
- ☐ ~~Payment Voucher Input~~
- ☐ ~~Requisition for Payment (DCAMM Form S1b) and Instructions~~
- ☐ Instructions and Procedures Regarding Change Orders, Contract Modifications and Equitable Adjustments (DCAMM Form 13)
- ☐ Request for Approval of Wages and Rates for Change Order Pricing (DCAMM Form 14)
- ☐ Format for Submission of Change Order (DCAMM Form 15) (3 pages)
- ☐ Change Order Log (1 Page)
- ☐ ~~Daily Time and Material Report for Change Orders 10/17 rev~~
- ☐ ~~Request and Agreement for a Change in the Plans~~
- ☐ Request and Agreement For Change In the Plans And/Or Specifications and/or Contract (DCAMM Form 5)
- ☐ Weekly Payroll Report Form and Statement of Compliance
- ☐ ~~Quarterly Projected Workforce Table~~
- ☐ ~~Veteran and Service Disabled Veteran Owned Business Enterprise~~
- ☐ ~~(VBE/SDVOBE) Participation~~
- ☐ ~~Form for Transfer of Title (Work Not Incorporated, DCAMM Form 16)~~
- ☐ Payroll & Workforce Report
- ☐ Payment Requisition Transmittal (3 pages)-
- ☐ ~~Submittal Transmittal (1 page)-~~
- ☐ Submittal Log
- ☐ Request for Information Transmittal (1 page)
- ☐ Request for Information Log
- ☐ ~~Weekly Site Meeting Template (1 Page)~~
- ☐ Certificate of Substantial Completion (E-1)
- ☐ Certificate of Final Inspection, Release and Acceptance (E-2)
- ☐ Certificate of Payment MBE, WBE, Veteran, Etc.
- ☐ Certificate of Payment to Subcontractors, Sub-bidders, suppliers

END OF APPENDIX C

DCAMM General Conditions of the Contract c. 149 Rev. 06/2020
DMH Revised 8/24/2021

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT
ONE ASHBURTON PLACE, 15th Floor
BOSTON, MASSACHUSETTS 02108

INSTRUCTIONS AND PROCEDURES REGARDING CHANGE ORDERS, CONTRACT MODIFICATIONS AND EQUITABLE ADJUSTMENTS

SECTION 1. STATUTORY AND CONTRACTUAL PROVISIONS

1.01 These procedures and instructions (hereinafter "Procedures") supplement Article VII of DCAMM's General Conditions of the Contract. These Procedures and Article VII are to be considered together and are intended to be mutually complementary, so that all terms are to be considered as part of this Contract. All provisions are intended to be consistent with the Massachusetts Laws governing Change Orders and Equitable Adjustments. Those laws include, but are not limited to: M.G.L. Chapter 7C, Sections 17-21; M.G.L. Chapter 30, Sections 39I, 39J, 39N, 39O, 39P, and 39Q. All parties must keep themselves informed of these laws and any amendments affecting said statutes.

NO CHANGES (ADDITIONS, SUBSTITUTIONS OR ELIMINATIONS) IN THE PLANS, SPECIFICATIONS OR CONTRACT SHALL BE COMMENCED UNTIL RECEIPT BY THE CONTRACTOR OF: (a) AN APPROVED DCAMM FORM 5 (Gold Sheet Change Order) OR (b) a WRITTEN DIRECTIVE from the DCAMM PROJECT MANAGER AUTHORIZING or DIRECTING such CHANGE. A Directive issued by the Deputy Commissioner, Director, or Deputy Director shall carry the same force as though issued by the Project Manager.

1.02 The purpose of these instructions and procedures is to provide additional detail for calculating equitable adjustments and outlining the change order submission process. The Contractor must provide satisfactory documentation supporting the nature and cost of each change, for an informed decision to be made on whether or not the change order is necessary, justified and priced properly. All parties shall utilize the POTENTIAL CHANGE ORDER PROCESS explained in section 3 below, as well as maintain a POTENTIAL CHANGE ORDER LOG.

1.03 All requests for changes modifying the contract price must be submitted on DCAMM Form 5, prior to the final acceptance of the project. The Contractor waives all rights against the Commonwealth if it fails to comply with this requirement. DCAMM shall be under no obligation to process a request for change after final acceptance of the project.

1.04 The term "request for change" is used throughout these procedures and applies to every request to revise the contract requirements. The request for change must be made in writing, and in accordance with the provisions of the Contract, the General laws, rules, regulations and other procedures of DCAMM.

1.05 If the request for a change is deemed a Life Safety Issue by DCAMM, or if waiting for a formal change order approval will cause damage or increase the cost of the Work, the DCAMM Project Manager may deem the change "Urgent" and issue an email to the Contractor, Deputy Director, Designer, Resident Engineer and any other parties that are involved in the potential change. The email will outline the scope of work, a Not to Exceed dollar value, and a deadline for the paperwork to be submitted to substantiate the cost and completion of the work. The Contractor will add this "Urgent" Potential Change Order to the Log with a status of URGENT and proceed with the work in accordance with the email. If the costs to complete the "Urgent" work are expected to exceed the stated Not to Exceed value, then the Contractor shall advise the DCAMM Project Manager of the anticipated extra costs as soon as known, and shall await further written direction from DCAMM before proceeding with work above the Not to Exceed value.

1.06 Prior to any change order work being performed, the DCAMM Project Manager must have all quotes, estimates and potential costs identified to determine if the change order work should be performed as a lump sum cost to the project, or if the nature of the change is difficult to quantify, then it may be determined to perform the work on a Time and Material basis.

SECTION 2. DIRECTIONS FOR COMPUTING COSTS FOR CHANGES IN THE WORK

2.01 Construction Managers, General Contractors, Subcontractors, Sub-tier Subcontractors and service providers must submit for approval the DCAMM Wage Rate Form (Form 14) at the time their contract is awarded and prior to any change order work being started. DCAMM has changed the calculation for establishing **LABOR BILLING RATES**. Billing rates are calculated by taking the job specific **published** Prevailing Wage Rate for each trade classification and multiplying it by 1.40. Union Contractors may submit their collective bargaining agreement if there are excess fringe expenses over the published prevailing wage rate. These excess fringes will be applied with no mark-ups. The attached forms (as noted in Article VII) will automatically calculate rates as described. That rate calculation establishes the **LABOR BILLING RATE** for the project by trade and classification. If a contractor or subcontractor submits documentation from their insurance company that identifies their Workmen's Compensation rate is greater than 12.5% then the multiplier of 1.40 will be adjusted to include the percentage over 12.5%. For example, an Iron Worker's Workmen's compensation percentage is 14.5%; the calculation for that Trade's **LABOR BILLING RATE** would become 1.42 rather than 1.40. In the case of Premium Time, Time and Half, or Double Time DCAMM will accept a multiplier of 1.40 on the premium portion of wages over the approved prevailing wage rate only. These **LABOR BILLING RATES** are inclusive of overhead, profit, and all other expenses incurred. No additional markups on labor are allowed. If a credit is due to the project a percentage of 85% of the approved labor billing rate is to be credited to the project. The **LABOR BILLING RATES** will be established for each trade and classification at the beginning of the project. If there are any disputes regarding the **LABOR BILLING RATES** they must be resolved prior to change order work being started.

2.02 Equipment Schedules and associated rates must be submitted at the beginning of the project for any contractor that anticipates renting or using equipment as part of their scope of work for approval of desired rates to be used on change orders. If the contractor cannot provide an equipment schedule, including established rates, DCAMM has elected to use *R.S. Means* to determine fair market value rates. When computing the cost of equipment the rate resulting in the lowest value (daily, weekly, monthly) is to be used. The Contractor can add 15% for overhead and profit mark up to the equipment rental cost as part of the final change order pricing. The allowance for overhead and profit shall be considered to include all additional expenses associated with hand and power tools normally required in the performance of the base bid work, "tools of the trade".

2.03 Back up for material costs is required and shall be a formal quote from the supplier providing the materials or an agreed upon industry standard determined at the beginning of the project, for example, NECA, MCCA, or Harrison. The Contractor may add 15% overhead and profit mark up to the material cost as part of the final change order pricing.

2.04 Miscellaneous Items and Services such as Police or Fire details, utility charges, and attic stock charges must be identified and estimated as part of the initial change request and back up for the cost is required. For any change that does not include labor performed, Equipment used, or materials installed in the project that results in a net increase in the contract price is considered a miscellaneous item or service. Shipping, handling and fuel surcharges must be estimated prior to orders being placed. Expedited shipping costs must be approved before an order is placed, otherwise normal shipping cost will be paid. The Contractor may add 5% for overhead and profit mark up to Miscellaneous Items and Services as part of the final change order pricing.

2.05 For changes that involve work performed by Subcontractors the Prime Contractor may add 5% markup on all subcontracted work. Subcontractors also shall be permitted to add 5% markup on all work subcontracted to Sub-tier subcontractors. Any work self-performed by either the Prime Contractor or Subcontractor is not subject to the additional 5% markup.

2.06 Travel expenses are only paid in accordance with Union Agreements or documented costs and no additional overhead and profit will be allowed on these costs. Travel will only be paid when requested on changes that result in additional time subject to the approval of the Project Manager on a case by case basis.

2.07 The General Contractor, Construction Manager, or Sub Contractor's (if applicable) bond premium shall be included at the following rates. If a Contractor's bond rate differs from this list verification from the bond carrier must be submitted showing the actual rates prior to any change order work starting on the Project.

	Contract Price	Rates per Thousand
(a)	Contracts up to \$500,000.....	\$14.40
(b)	\$500,000 to \$2,500,000.....	\$ 8.70
(c)	\$2,500,000 to \$5,000,000.....	\$ 6.90
(d)	\$5,000,000 to \$7,500,000.....	\$ 6.30
(e)	\$7,500,000 and up.....	\$ 5.76

2.08 Changes which involve Time and Material slips must have DCAMM Daily Time and Material Reports attached, verified, and signed by the Resident Engineer or authorized representative beginning on the day the work commences, and continuing every day work occurs thereafter until the work is complete. Timesheets verifying labor hours and classification

Form 13 – Instructions regarding change orders and contract modifications (rev. 10/2017)

and invoices verifying actual material cost from vendors are required when submitting the change to substantiate all costs being billed. Costs without back up will be deducted and not reimbursed.

2.09 The Project Manager may approve lump sum change order requests on changes costing \$2,000 or less, without requiring the Contractor to provide a detailed breakdown for the costs incurred on the change order. A basic level breakdown of Labor, material, and equipment on the contractors letterhead is still required.

SECTION 3. PROCESSING CHANGE REQUESTS AND EQUITABLE ADJUSTMENTS

3.01 Article VII of the Contract outlines the notification requirements for any potential change order. Time is of the essence with every potential change order and all parties, Contractors, Subcontractors, User Agency Representatives, Architect/Designer and DCAMM project team members are obligated by the Contract to expedite processing of these potential changes in an efficient and timely manner. The Prime Contractor must maintain a Potential Change Order (PCO) log for the entire project. A sample PCO log is included in the Contract Documents. The PCO log will be reviewed at each weekly Owner Meeting and have status changes updated in writing on a weekly basis.

3.02 If a request for a change has been identified, then the Prime Contractor must create a draft request for equitable adjustment referred to as a Change Order Request (COR) from their own project management system for review by the Architect/Designer and the DCAMM project team. The draft COR shall include requests for equitable adjustment from affected subcontractors, if any. The Prime Contractor's COR form must be approved in writing by the DCAMM project team prior to the first COR submission, otherwise the DCAMM Form 15 shall be used.

Each COR shall be for a specific scope of work and it shall be identified as an extra service with an explanation of reasons the change is not included in the base scope of work, such as; change in plans and specifications or other scope as outlined in Article VII. The Prime contractor shall also review each COR in accordance with Article VII of the Contract General Conditions. A COR may include multiple subcontractors for one scope of work, however all of their back up, including quotes, estimates and labor estimates must be attached to the COR for review. Having more than one COR for the same scope of work because subcontractors are late in submitting is not recommended, however there are times it is necessary. If a time extension to the contract is part of the change request, a critical path schedule from the Prime Contractor must be included in the COR. DCAMM requires all project schedules to be submitted in an electronic format as required by the Specifications of the project.

Each COR will be reviewed by the Architect/Designer, the Resident Engineer, and the Project Manager. If there is additional information required or a correction needs to be made a notification will be sent in a timely manner to the Prime Contractor with all parties copied. The Architect/Designer, Resident Engineer and Project Manager shall request any necessary additional information or corrections within 30 days of when the COR is submitted. If additional time is required to evaluate a COR, then the Contractor shall be notified within the same 30 days of the extended date by which a decision will be made. The Prime Contractor can resubmit the COR with the original COR number with an "R1" noted for the revision. This revision should be noted on the PCO log for tracking purposes and updated each time a revision is needed. No work shall begin until the COR is signed by all parties.

3.03 If the COR is complete and acceptable the Architect/Designer and DCAMM project team will advise the Prime Contractor of its acceptance consistent with section 3.05, below. Once the COR is accepted, the Prime Contractor is authorized to start the work and immediately initiate the formal Change Order ("The Gold Sheet"), Form 5, for billing purposes. Multiple signed CORs may be incorporated into one formal Change Order (Form 5) for approval; however, the original COR and all back up information must be provided. If the formal Change Order (Form 5) is incomplete or incorrect, the entire Change Order will be returned to the contractor. In such a case when multiple CORs are submitted together into one formal Change Order and the submission is either incomplete or incorrect, no single COR will be processed. Prime Contractors cannot bill for the work until a formal Change Order (Form 5) is signed by all parties and a double digit CO number is issued by the DCAMM Project Controls team. This number is to be displayed on the Schedule of Values with the change description when billing.

3.04 If the COR is not acceptable, all parties must work in good faith, and in a timely manner to resolve any issues prior to any work starting. If the issues cannot be resolved at the Project Manager or Deputy Director level within 30 days, a Project Executive from the Prime Contractor and the Director or Deputy Commissioner for Design and Construction will meet in order to reach final resolution. If the issues still cannot be resolved, the Project Manager may issue a unilateral Change Order and the Prime Contractor must commence work in accordance with Article VII of the Contract General Conditions and should refer to Article VII of the Contract General Conditions for performing work under protest and the dispute resolution process. This status will be updated on the PCO log and the Prime Contractor and DCAMM Project Team will continue to work to resolve the issues as outlined in Article VII.

3.05 The Architect/Designer and the Resident Engineer will provide written back up, either in an email or memorandum, approving the Prime Contractor's submitted COR and Form 5 Change Order. They are not required to sign the actual form submitted. The following approvers must sign the actual Change Order for it to be a binding Contract amendment based on the delegation authority granted by the Commissioner of DCAMM:

The Director or Deputy Commissioner for Design and Construction approval shall be required whenever:

- a. the estimate for the work on the Form 5's (CORs) exceeds \$50,000 (absolute value); OR
- b. the cumulative cost of previously approved Form 5's (CORs) exceeds five percent of the original contract award price (or the amount of the GMP amendment in the case of a Chapter 149A project) and the amount of the Form 5 (COR) being approved is greater than \$2,000.00; OR
- c. The change order includes a time extension.

A Deputy Director of Design and Construction shall approve change orders for DCAMM when:

- a. The cumulative cost of previously approved Form 5's (CORs) is less than five percent of the original contract award price and the value of the Form 5 (COR) does not exceed \$50,000.00 (absolute value).

With the prior written approval of the Director or Deputy Commissioner for Design and Construction, the Project Manager shall approve change orders for DCAMM when:

- a. The cumulative cost of previously approved Form 5's (CORs) is less than five percent of the original contract award price and the value of the Form 5 does not exceed \$5,000.00 (absolute value); OR
- b. The estimate for the Form 5 is less than \$2,000.00 (absolute value).

BILLING FOR CHANGE ORDERS PRIOR TO RECEIVING THE CHANGE ORDER NUMBER FROM THE DCAMM PROJECT CONTROLS TEAM WILL RESULT IN THE PAYMENT APPLICATION BEING REJECTED.

SECTION 4. RESPONSIBILITY FOR PROCESSING AND APPROVING CHANGES

4.01 The Prime Contractor is responsible for verifying and validating all subcontractor, vendor and supplier costs and time extensions being requested as part of any change in the work. Refer to Contract General Conditions at Article VII.

4.02 The Prime Contractor, Architect/Designer, and DCAMM project team will review all PCO, COR, and Change Orders during the weekly Owner Meetings. There may be additional time needed to approve the changes and a timeframe for resolution are to be noted in the meeting minutes and on the PCO log.

PROJECT NAME PROJECT NO. P. C. **REQUEST FOR APPROVAL OF WAGES AND RATES FOR CHANGE ORDER PRICING**NAME OF SUBCONTRACTOR:

This form must be completed, submitted and approved prior to the submission of any change order price proposals. Complete the below for every Trade and Classification that is likely to work on the project. If any contractor seeks to utilize a total hourly wage rate (wages plus benefits) for change order pricing that is in excess of the applicable published prevailing wage rate, then this form must be completed, submitted (with backup documentation - i.e. union agreement) and approved prior to the submission of any change order price proposals. The information supplied below must be consistent with certified payroll submissions.

	Employee 1	Employee 2	Employee 3	Employee 4	Employee 5	Employee 6	Employee 7
1 Rate (Select type from drop down) ----->	Straight Time	Straight Time	Straight Time	2x Differential	1/2 Differential	Double Time	Time & Half
2 Trade Description (c.g., Carpenter, Pipefitter, Electrician, etc.)							
3 Classification (Foreman, Journeyman, Apprentice)	Journeyman	Foreman	Apprentice Step 1	Apprentice Step 3	Apprentice Step 5	Apprentice Step 7	Apprentice Step 9
4 Prevailing Wage Rate (Per Contract Specifications)							
Subcontractor Proposed Rates For Approval							
5 Requested Published Rate ² (must match certified payroll)				Premium	Premium	Premium	Premium
6 Enter Premium Portion of Base Rate (If Applicable)							
7 O&P, Insurance, and Taxes Base Prevailing Markups ^{1,4,4} (Multiply by Item 4 and Item 6 when applicable)	40.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8 Workmen's Compensation Insurance Above 12.5% (applicable to straight time only. Multiply by Item 4)	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal All Inclusive Markups	40.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9 Excess Wages/Fringes ³ (Item 5 minus Item 4)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subcontractor Proposed Rate		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Loaded Rate		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Change Order Value	85.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Effective Dates From To

The Above Total Loaded Rate Is Being Requested For Approval For Use On Change Orders Expected to Be Performed Prior To The Noted Effective Date:

ENTER EFFECTIVE DATES ABOVE BEFORE SUBMITTING FOR APPROVAL

Sub-contractor Authorized Representative Prime Contractor Authorized Representative DCAMM Authorized Representative **NOTES:**

- Contractor may utilize a rate of 40% for insurance/taxes without providing documentation. If a rate in excess of 40% is requested, documentation must be provided and is only applicable to Workmen's
- Attach all relevant supporting documentation such as union wage rate sheets and workers compensation rate tables.
- Excess wages/fringes are those fringes required to be paid which exceed the contract prevailing wage. DCAMM will reimburse these costs, once approved, as cost only (i.e., no markups allowed). Not all excess fringe benefits are reimbursable by DCAMM. Note that the following benefits are explicitly not allowed as part of the Published Rate: Union Dues, Vacation Funds, Uniforms, Earned Sick Leave, Etc.
- Time and a Half, Double Time, and Differential rates are calculated with 40% markup on the portion of wages above the straight time wage.

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

c.30, c.149, c.149A ONLY

PROJECT NAME

<project-name>

PROJECT NO.

<project-number>

P. C. :

<Prime Contractor>

PCO NUMBER

PCO DATE

PCO DESC.

FORMAT FOR SUBMISSION OF CHANGE ORDER

WORK OF SUBCONTRACTOR AND/OR PRIME CONTRACTOR

NAME OF FIRM SUBMITTING CHANGE ORDER

1. DIRECT LABOR: "CONTRACTOR":

Use only DCAM-Approved Billing Rates

Applicable Billing Rate for each Trade and Classification MUST be completed!

Trade	Classification	Total Hrs. Worked	Hourly Loaded Wage Rate (per Wage Rate Approval Form) THIS FIELD IS REQUIRED	Total Direct Labor Cost (Includes All Markups as Approved by DCAMM on the Wage Rate Approval Form)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

TOTAL BASE, EXCESS AND DIRECT LABOR COSTS

\$ -

2. MATERIALS: "CONTRACTOR" :

(For extensive material lists, attach detailed backup and enter as a lump sum below)

Material Description	Qty	Unit	Cost Per Unit	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

TOTAL MATERIALS COST:

\$ -

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
c.30, c.149, c.149A ONLY
PROJECT NAME

<project-name>

PROJECT NO.

<project-number>

P. C. :

<Prime Contractor>

PCO NUMBER
PCO DESC.
PCO DATE
FORMAT FOR SUBMISSION OF CHANGE ORDER
WORK OF SUBCONTRACTOR AND/OR PRIME CONTRACTOR
NAME OF FIRM SUBMITTING CHANGE ORDER
3. EQUIPMENT: "CONTRACTOR" :

 (For extensive equipment lists, attached detailed backup and enter as a lump sum below)

Equipment Description	Qty	Unit	Cost Per Unit	Total
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-
			\$	-

TOTAL EQUIPMENT COST: \$ -
4. SUB TOTAL "CONTRACTOR" DIRECT COST FOR ITEMS 2 & 3:
SUB TOTAL: \$ -
5. MISC. LUMP SUM SERVICES (POLICE DETAIL, UTILITIES, ETC.) OR SUBCONTRACTED WORK PROVIDED TO "CONTRACTOR":

Description of Miscellaneous Lump Sum Service - attach backup	Total
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

TOTAL MISC. LUMP SUM SERVICES COST: \$ -
6. "CONTRACTOR" ALLOWED 5% O&P Mark Up - MISC. LUMP SUM SERVICES:
5.00% \$ -
7. SUB TOTAL "CONTRACTOR" LINE ITEMS 4., 5. & 6.:
SUB TOTAL: \$ -

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE		c.30, c.149, c.149A ONLY
PROJECT NAME	<project-name>	PROJECT NO. <project-number>
PCO NUMBER		P. C. : <Prime Contractor>
PCO DATE		PCO DESC.
FORMAT FOR SUBMISSION OF CHANGE ORDER WORK OF <u>SUBCONTRACTOR</u> AND/OR <u>PRIME CONTRACTOR</u>		
NAME OF FIRM SUBMITTING CHANGE ORDER 		

8. OVERHEAD AND PROFIT OF "CONTRACTOR":

The "Contractor" shall receive 15% of actual total cost of Item 4. For a net CREDIT change order amount, use 0%

Contractor
15.00% x ITEM 4: \$ -

9. TOTAL OF ITEMS 1., 7. and 8.

TOTAL COST OF WORK PERFORMED BY "CONTRACTOR": \$ -

9a. CONTRACTOR PREMIUM FOR BOND

Only allowed for "Filed Sub Contractor" if required by Page "F." of the Contract. Percentage of bond per contract or verified/approved amount:

Percentage of approved bond x item 9.

0.00% x ITEM 9: \$ -

10 TOTAL COST OF WORK PERFORMED BY PRIME CONTRACTOR, including bond cost

Enter the Value of Item 10 on the Summary Sheet

\$0.00

NOTE:

ALL change order proposals and invoices from the PRIME CONTRACTOR AND/OR SUBCONTRACTORS must include a cover letter on company letterhead identifying the PCO number, a description of the scope of work and the total cost of the proposed change order from the company. This information must be completed by every contractor doing work created by the change.

CHANGE ORDER LOG
 CONTRACT NO.: 2022-0XX
 CONTRACT TITLE: JOHN SMITH PROJECT

CHANGE ORDER TYPE		DATE SUBMITTED to PM	INCREASE TO CONTRACT			CHANGE ORDER TYPE				AMOUNT		ITEM NUMBER	DESCRIPTION OF CHANGE ORDER	REASON FOR INCREASE	DATE OF Approval
CO NO.	Rev. qty RQ#	Extra work EWO#	Alter- ation ALT#	Time ext. TM#	co items	co subtotal	co total	Rev. qty RQ#	Extra work EWO#	Alter- ation ALT#	Time ext. TM#	Financed from contract	Funding Item		
1	1														
2-1 2-2	2														
3-1 3-2 3-3 3-4 3-5 3-6	3														

DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE

CONTRACTOR CHANGE REQUEST NO. _____

Rev. _____

Request and Agreement For Change in The Plans And/Or Specifications And/Or Contract

Project No. _____

Contract No. _____

Project Name _____

Location _____

I. PROPOSED CHANGE

(a) Requested BY _____

(b) Proposed Scope/Description: _____

II. CONTRACTOR PRICE PROPOSAL

For all costs involved in this change including extensions of time herein requested, the undersigned Contractor/CM proposes to perform the work described above in accordance with the provisions of Article VII of the General Conditions and certifies that: The Change Order Request is made in good faith; The validity of the Contractor/CM/Subcontractor/supplier change requests have been verified; the supporting data is accurate and complete to the best knowledge and belief of the Contractor/CM; and the Contractor/CM actually believes DCAMM is liable for the add amount, or entitled to the deduct amount of the Change Order Request, whichever is applicable. Any attempted amendment to this form shall be interpreted as superseded by the original printed language in the executed contract documents.

Request payment be made on the basis of:

- (a) _____ Predetermined lump sum total of \$ _____
- (b) _____ Lump sum not to exceed \$ _____
(max price based on contract unit prices or negotiated agreed unit prices)
- (c) _____ Time and Materials Basis Not to Exceed \$ _____
(computed in accordance with Article VII of the General Conditions)

Place X beside selected proposal method and identify (add) or (deduct) which ever applies. Attach detailed estimates and breakdown for above in accordance with change order instructions. If additional time is requested, furnish an explanation with the breakdown. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of _____ Calendar days is requested.

Contractor _____

Firm Name

By _____

Authorized Signature

Date

III. DCAMM REVIEW (This Section To Be Completed By DCAMM-EM Team)

- (a) _____ Approved as Submitted
- (b) _____ Unilaterally Approved as Adjusted
Revised Price add / (deduct) _____
Revised Time Extension _____ Calendar Days
- (c) _____ Disapproved; Returned to Prime Contractor by _____
- (d) Operating Agency letter Attached _____
- (e) Resident Engineer letter Attached _____
- (f) Lead Design firm letter Attached _____

IV. CONTRACT MODIFICATION (This section To Be Completed By Project Controls)

- (a) The Original Contract Value \$ _____
- (b) Net Change by previously authorized Change Orders \$ _____
- (c) The Contract Value prior to this Change Order was \$ _____
- (d) The Contract Value will be add / (deduct) By this Change Order
in the Amount of \$ _____
- (e) The new Contract Value including this Change Order will be \$ _____
- (f) The Contract Time will be add / (deduct) by _____ Calendar Days
- (g) The New contract Completion date is therefore revised from _____ To _____

Approval Recommended By (initial/Date if Applicable): Deputy Director _____ Project Manager _____ Project Engineer _____

This change is in the best interest of the Commonwealth and constitutes an equitable adjustment of the Contract in compliance with Art. VII

DCAMM Authorized Signature _____

Date _____

☐ Project Manager ☐ Deputy Director ☐ Director ☐ Deputy Commissioner

DCAMM Change Order Number _____

Form 5

REV 20191206

WEEKLY PAYROLL REPORT FORM
THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF MENTAL HEALTH

DMH Project No. _____ Project Name _____

Project Location _____

Name of General Contractor _____

Name of Contractor Filing Report _____

Address _____

Week Ending _____ Date Work Began _____ Date work completed _____

Report No. _____ Check here if this is a final report ☐

Employee Name & Address	Work Classification	Hours Worked							(A) Total Hours	(B) Hourly Base Wage	Employer Contributions			(F) [B+C+D+E] Hourly Total Wage (prev.	(G) [A*F] Weekly Total Amount
		S	M	T	W	T	F	S			(C) Health & Welfare	(D) Pension	(E) Supp. Unemp.		

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to DCR.

The undersigned states under the pains & penalties of perjury that the above provided and attached information is a true and accurate record of each person employed on the project and the hours worked and wages paid to each such employee, including payments to the referenced benefits. M.G.L. c. 149 §27B.

Authorized signature _____

Print Name _____

Print Title _____

Mail to: Department of Mental Health
Mariana G. O'Brien
167 Lyman Street
Westborough, MA 01581

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

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

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the **Executive Office of Labor**, 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

Date: / / , 200

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

do hereby state:

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

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

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

Signature _____

Title _____

PAYROLL & WORKFORCE REPORT CONTRACT NO.: 2022-0XX CONTRACT: JOHN SMITH PROJECT	Legend: ps Professional services claiming exemption io Independent oper. Claiming exemption rec DCR received dpr disputing payroll require. diss received letter of dissolution

	General Contractor	Sub-bidder #01	Sub-bidder #02	Sub-bidder #03	Sub-bidder #04	Sub-bidder #05	Sub-contractor non-filed #1	Sub-contractor non-filed #2	Sub-contractor non-filed #3	Sub-contractor non-filed #4			
Week ending	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF
9/13/2014													
9/20/2014													
9/27/2014													
10/4/2014													
10/11/2014													
10/18/2014													
10/25/2014													
11/1/2014													
11/8/2014													
11/15/2014													
11/22/2014													
11/29/2014													
12/6/2014													
12/13/2014													
12/20/2014													
12/27/2014													
1/3/2015													
1/10/2015													
1/17/2015													
1/24/2015													

PAYROLL & WORKFORCE REPORT CONTRACT NO.: 2022-0XX CONTRACT: JOHN SMITH PROJECT	Legend: ps Professional services claiming exemption io Independent oper. Claiming exemption rec DCR received dpr disputing payroll require. diss received letter of dissolution

Week ending	General Contractor	Sub-bidder #01	Sub-bidder #02	Sub-bidder #03	Sub-bidder #04	Sub-bidder #05	Sub-contractor non-filed #1	Sub-contractor non-filed #2	Sub-contractor non-filed #3	Sub-contractor non-filed #4			
	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF	PR WF
1/31/2015													
2/7/2015													
2/14/2015													
2/21/2015													
2/28/2015													
3/7/2015													
3/14/2015													
3/21/2015													
3/28/2015													
4/4/2015													
4/11/2015													
4/18/2015													
4/25/2015													

ESTIMATE NUMBER: XX Partial

ESTIMATE DATE: 1/1/2021

PERIOD: From: 1/1/2021 to 2/1/2021

PROJECT NAME: 2022-0XX CONTRACT FULL NAME

LOCATION OF WORK: SOMEPLACE MENTAL HEALTH FACILITY

ADDRESS: STREET NAME, TOWN, STATE, ZIPCODE

CONTRACTOR: JOHN SMITH CONSTRUCTION, INC

VENDOR CODE: VC xxxxxxxx

ADDRESS: STREET NAME, TOWN, STATE, ZIPCODE

Basis of Award: \$ 100,000.00

Contract Start Date: 1/1/2021

Award + Extras: \$ 100,000.00

Original Completion Date: 2/1/2021

Revised Completion Date: 2/1/2021

Utilization To-Date: \$ - 0.00% by Value 100.00% by Time

Retainage Held To-Date: \$ - #DIV/0!

CONTRACT SUMMARY

	Previous Periods		Current Period		Total To-Date	
UTILIZATION:	\$	-	\$	-	\$	-
UTILIZATION NO RETAINAGE						
ACTUAL UTILIZATION:	\$	-	\$	-	\$	-
RETAINAGE:			\$	-	\$	-
RETAINAGE RELEASED:	\$	-			\$	-
PAID:	\$	-	\$	-	\$	-

I HEREBY CERTIFY, UNDER THE PAINS AND PENALTIES OF PERJURY THAT ALL CONTRACT ITEMS FOR WHICH PAYMENT IS HEREBY REQUESTED HEREIN HAVE BEEN DELIVERED TO THE DCR AND ALL WORK FOR WHICH PAYMENT IS HEREBY REQUESTED HEREIN HAS BEEN PERFORMED ON THE BEHALF OF THE DCR.

Contractor signature here or AIA letter signature

CONTRACTOR/CONSULTANT AUTHORIZED SIGNATURE

DATE _____

PROJECT ENGINEER SIGNATURE

DATE _____

DIRECTOR, OEFM	SIGNATURE	(FOR FINAL PAYMENT ONLY)
----------------	-----------	--------------------------

DATE _____

MMARS FUNDING CODES (as required)

<u>PAYMENT NO.</u>	<u>CODE</u>	<u>UTILIZED</u>	<u>-5%</u>
--------------------	-------------	-----------------	------------

[illegible]

TOTALS:	\$	-	\$	-
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Vs. 8/20/2021

Duration: -31 Days

Current Invoice No: **XX Partial**

Description of work since last review

DESCRIPTION OF WORK	\$0.00

[illegible]Date: 1/1/2021

PAYMENT SUMMARY

PROJECT NAME: 2022-0XX CONTRACT FULL NAME
LOCATION OF WORK: SOMEPLACE MENTAL HEALTH FACILITY
ADDRESS: STREET NAME, TOWN, STATE, ZIPCODE
CONTRACTOR: JOHN SMITH CONSTRUCTION, INC

start date	end date	Payment	Utilization current period	Utilization previous period	Utilization to date	5% retainage current period	retainage previous periods	retainage paid current period	retainage paid to date	retainage held to date	Paid Current Period	Previous payment Paid	Total Paid to date
1/1/2021	2/1/2021	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		4											
		5											
		6											
		7											
		8											
		9											
		10											
		11											
		12											
		13											
		14											
		15											
		16											
		17											
		18											
		19											
		20											
		21											
		22											
		23											
		24											
Award + Extras: \$ 100,000.00													
Utilization remaining: \$ 100,000.00													

SUBMITTAL LOG - SHOP DRAWINGS AND SAMPLES												
CONTRACT NO.: 2022-0XX												
CONTRACT TITLE: JOHN SMITH PROJECT												
Sub- mitt NO.	DATE OF SUBMITTAL	DATE Received by PM	DATE Received by Consult.	DATE Returned by Consult.	DATE Returned by PM	Turn- around (days)	SPEC. ITEM NUMBER	DESCRIPTION OF SHOP DRAWING, SAMPLE, OR PROCEDURE WITH NAME OF VENDOR	No of pages including covers	DATE NO EXCEPTION TAKEN	DATE MAKE CORRECTIONS AS NOTED	DATE REVISE AND RESUBMIT
1												
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
11A												

CONTRACT NO.: 2022-0XX

PROJECT NAME: John Smith Project

AGENCY: Massachusetts Department of Mental Health

REQUEST FOR INFORMATION

DATE: 00/00/2021

TO: DMH Project Engineer, first name last name

FROM: General Contractor name

RFI No.: #0xx Item or Section No - Title

REQUESTED INFORMATION:

RESPONSE:

Response prepared by (Name): _____

Signed: _____ Date: _____

RFI#0XX RFI Title

REQUEST FOR INFORMATION LOG
CONTRACT NO.: 2022-0XX
CONTRACT TITLE: JOHN SMITH PROJECT

PAGE 1 OF 1
 RUN DATE: 8/20/2021

RFI NO.	DATE OF RFI	PREPARED BY	DATE SUBMITTED by RE or update info	SPEC. ITEM NUMBER	DESCRIPTION OF REQUEST FOR INFORMATION	DATE OF RESPONSE	DESCRIPTION OF RESPONSE	Change Order No. required

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
ONE ASHBURTON PLACE, BOSTON, MA 02108**

E-1 CERTIFICATE OF SUBSTANTIAL COMPLETION (M.G.L. C.30, Section 39K)

FROM AWARDING AUTHORITY: Commonwealth of Massachusetts, Division of Capital Asset Management and Maintenance

TO: General Contractor: {Company.Name}

RE: Mass. State Project No.: {Projects.Sequence} {Projects.SuffixID}
Title: {Projects.Name}
Location: {Projects.Territory}, MA

AUTHORITY: 1) ARTICLE VI of Standard Construction Contract
2) M.G.L. Chapter 30, Section 39K

Pursuant to the authority noted above you are notified that the Commonwealth of Massachusetts, through its Division of Capital Asset Management and Maintenance, is satisfied that the portion of the above noted project, as hereinafter enumerated, is substantially complete. [IDENTIFY PORTIONS TO BE USED AND/OR OCCUPIED – IF APPLICABLE]

The Commonwealth of Massachusetts, through its undersigned representatives, hereby accepts from the Contractor, subject to contract stipulation, said portion of the project effective as of Midnight, the [INSERT DAY] day of [INSERT MONTH], 20[INSERT YEAR]. The Contractor is relieved of responsibility for performing further work or supplying further materials, equipment or items, with the exception of the attached. (Append a complete list of all incomplete or unsatisfactory items of contract work which in the opinion of the Commonwealth are attributable to the fault, negligence or oversight of the Contractor, his sub-contractor, material suppliers, agents, servants or employees.)

The use of any portion of the project or the occupancy of any building or portion thereof by the Commonwealth shall not constitute a final acceptance of any work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any work required by the Contract or of liabilities with respect to any warranties or guarantees required by the Contract.

The undersigned recommend the issuance of this Certificate of Substantial Completion.

	Signature	Date
Designer: {LegalDocInfo.ArchName}	by: _____	
Operating Agency: {LegalDocInfo.owner}	by: _____	
DCAMM Resident Engineer: {Projects.ProjectExecutive}	by: _____	
DCAMM Project Engr.: {Projects.ProjectExecutive}	by: _____	
DCAMM Project Mgr.: {Projects.ProjectManager}	by: _____	

APPROVED

_____ Jay Mitchell, Deputy Commissioner, Design and Construction	_____ Date
---	---------------

original: Operating Agency
Project Manager
Contracts Manager
Contractor (include original E1 cover letter)

ecc: Deputy Director
Project Engineer
Designer
Resident Engineer
Economist, OFA
Director of Finance, OFA
Bid Room Manager, OFA
Deputy Director, Certification

**E-2 Final Acceptance
Certificate of Final Inspection, Release and Acceptance**

Title: _____

Location: _____

Contractor: _____

This is to certify that a complete inspection of the above-referenced project was made on _____ by the undersigned, and that the entire work was completed in accordance with the plans and specifications. The undersigned recommends acceptance of the project.

_____	by: _____	Title: _____	Date: _____
Signature	Designer		Authorized

_____	Date	_____	Date
Resident Engineer		Project Manager	
_____	Date		
Project Engineer			

CERTIFICATE OF RELEASE

1.) The undersigned hereby certifies that all work has been completed in accordance with the plans, specifications and contract documents and that all change orders have been supported pursuant to Article VII of the General Conditions of the Contract.

2.) Contract Award Price: \$	Adjusted Contract Price: \$
Authorized Additions: \$	Paid to Date: \$
Authorized Deductions: \$	Balance Due: \$

3.) The undersigned further certifies that in addition to the amount set forth above, there are outstanding and unsettled the following change orders as submitted to the DCR.

Request No.	Date:	Amount:
Request No.	Date:	Amount:
Request No.	Date:	Amount:

Subject to satisfactory disposition of change orders listed in Item 3 above, the undersigned releases the Commonwealth of Massachusetts from all further claims for wages or payments to subcontractors or suppliers except: (list on attached sheet).

_____	by: _____
Contractor	Authorized Signature

The above-referenced project is accepted as of _____
Date

Deputy Commissioner, Engineering
Deputy Director
Project Manager
Resident Engineer
Office of Contract Administration
Contractor

CERTIFICATE OF PAYMENT

BY CONTRACTOR/DESIGNER TO MINORITY, WOMEN BUSINESS
& VETERAN OWNED BUSINESS ENTERPRISES

TO: Supplier Diversity Reports
Department of Mental Health
Office of Engineering and Facilities Management
167 Lyman Street
Westborough, MA 01581

Reporting Period: Fiscal Year 20__

RE: Project:
Project Number:

Contract Start Date:

The undersigned hereby certifies under the pains and penalties of perjury that the vendor named below has made the following payments to the named Minority, Women Business and Veteran Owned Enterprises for work performed on the above project:

Firm Name of General Contractor:

Authorized Signature

Date

Print Name

Print Title

Phone Number

Email address

Work performed/payments made (use additional pages if needed):

	Firm Name	Work Performed	Subcontract Amount	Payments This Quarter	FY Payments to date (this fiscal year 7/1/2018 - 6/30/2019)	Cumulative Payments (total payments over the life of the contract)
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$
MBE WBE VOBE			\$	\$	\$	\$

* MBE, WBE and VOB payment reports are required for each quarter of the fiscal year for each of your DMH projects. Reports are to cover the following three month periods: 1st quarter, July 1st – September 30th; 2nd quarter, October 1st – December 31st; 3rd quarter, January 1st – March 31st; 4th quarter, April 1st – June 30th. Reports must be submitted within 10 business days of your receipt of this form.

NOTICE: *Intentionally submitting false information in this document may subject the contractor/ designer to criminal prosecution and/ or debarment from public contracting.*

INSTRUCTIONS FOR COMPLETING CERTIFICATE OF PAYMENT

As part of its effort to ensure reliable, up-to-date information concerning the actual payments made to certified MBE, WBE and VOB subcontractors on all DMH projects, we have prepared these instructions to assist you in completing the enclosed form. **PLEASE READ THESE INSTRUCTIONS CAREFULLY. DMH WILL RETURN ANY CERTIFICATION OF PAYMENT THAT IS INCOMPLETE OR INACCURATE.**

PLEASE NOTE: IF THIS PROJECT IS COMPLETE, ON HOLD, OR YOUR FIRM PREVIOUSLY SUBMITTED A **FINAL** CERTIFICATION OF M/WBE/VOBE PAYMENT FOR THIS PROJECT, PLEASE SO INDICATE ON THE FORM AND RETURN IT TO: SUPPLIER DIVERSITY REPORTS, DEPARTMENT OF MENTAL HEALTH, OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT, 167 LYMAN STREET WESTBOROUGH, MA 01581

PLEASE INCLUDE THE FOLLOWING INFORMATION IN THE DESIGNATED SECTIONS OF THE FORM:

FIRM NAME: Include the M/WBE/VOBEs listed on the project's approved Schedule For Participation and any additional M/WBE/VOBEs that worked on the project. Be sure to check M/WBE/VOBE category for which they are certified. Note that any change in M/WBE/VOBEs participation used to meet the project goals must be pre-approved by the Project Manager or Engineer responsible for this project and a revised M/WBE/VOBE Schedule of Participation will be required. Contact the DMH Supplier Diversity coordinator immediately if you anticipate or have any changes in M/WBE/VOBE participation on this project.

WORK PERFORMED: Include a brief description of the work performed by each subcontractor listed. The description should match the M/WBE/VOBE Letter of Intent and approved Schedule of Participation. M/WBE/VOBEs must be certified in the category of work performed on this project for firms used to meet the project M/WBE/VOBE goals.

SUBCONTRACT AMOUNT: Include the contract or subcontract amounts listed on the M/WBE/VOBE Letters of Intent and approved Schedule of Participation. If the value of a MBE/WBE/VOBE contract or subcontract has decreased or increased for any reason, you must contact the Project Manager or Engineer responsible for this project immediately. If additional M/WBE/VOBE firms not listed on the Schedule for Participation worked on this project list the amount of their subcontracts.

PAYMENTS THIS QUARTER: Include the amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed on this project during the three month period covered by this Certification of Payment. If the amount paid was zero, please indicate that. Do not include payments from previous periods or estimated future payments in this column. Please note that you may be required to submit copies of cancelled checks to verify the amounts reported for firms used to meet the project's M/WBE/VOBE goals.

FY PAYMENTS TO DATE: Include the total amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed on this project for all quarters in **this fiscal year.** To ensure accurate reporting, please review the prior Certifications of Payments previously submitted for this project. Where necessary, correct any earlier mathematical or reporting errors and submit revised Certifications of Payment.

CUMULATIVE PAYMENTS: Include the total amount you paid the M/WBE/VOBE subcontractor, either directly or indirectly, for work performed over the entire life of this project (all quarters).

IF YOU HAVE ANY QUESTIONS CONTACT DMH Supplier Diversity coordinator.

INSTRUCTIONS FOR COMPLETING CERTIFICATE OF PAYMENT

As part of its effort to ensure reliable, up-to-date information concerning the actual payments made to certified Sub-bidder (SB), Non Sub-bidder (NSB) and Supplier (S) subcontractors on all DMH projects, we have prepared these instructions to assist you in completing the enclosed form. PLEASE READ THESE INSTRUCTIONS CAREFULLY. DMH WILL RETURN ANY CERTIFICATION OF PAYMENT THAT IS INCOMPLETE OR INACCURATE.

PLEASE NOTE: IF THIS PROJECT IS COMPLETE, ON HOLD, OR YOUR FIRM PREVIOUSLY SUBMITTED A **FINAL** CERTIFICATION OF SB/NSB/S PAYMENT FOR THIS PROJECT, PLEASE SO INDICATE ON THE FORM AND RETURN IT TO: DEPARTMENT OF MENTAL HEALTH, OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT, 167 LYMAN STREET WESTBOROUGH, MA 01581.

PLEASE INCLUDE THE FOLLOWING INFORMATION IN THE DESIGNATED SECTIONS OF THE FORM:

FIRM NAME: Include the SB/NSB/S listed on the project's approved Schedule For Participation and any additional SB/NSB/Ss that worked on the project.

WORK PERFORMED: Include a brief description of the work performed listed.

SUBCONTRACT AMOUNT: Include the contract or subcontract amounts listed.

PAYMENTS THIS QUARTER: If applicable, include the amount, either directly or indirectly, for work performed on this project during the three month period covered by this Certification of Payment. If the amount paid was zero, please indicate that. Do not include payments from previous periods or estimated future payments in this column.

FY PAYMENTS TO DATE: Include the total amount you paid, either directly or indirectly, for work performed on this project for all quarters in **this fiscal year**. To ensure accurate reporting, please review the prior Certifications of Payments previously submitted for this project. Where necessary, correct any earlier mathematical or reporting errors and submit revised Certifications of Payment.

CUMULATIVE PAYMENTS: Include the total amount you paid, either directly or indirectly, for work performed over the entire life of this project (all quarters).

IF YOU HAVE ANY QUESTIONS, CONTACT DMH OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT.

CERTIFICATE OF PAYMENT **BY CONTRACTOR/DESIGNER** to Sub-Bidder(s), Non-Sub-bidder(s), and Supplier(s)

TO: Department of Mental Health
Office of Engineering and Facilities Management
167 Lyman Street
Westborough, MA 01581

Reporting Period: Fiscal Year 20__

RE: Project:
Project Number:

Contract Start Date:

The undersigned hereby certifies under the pains and penalties of perjury that the vendor named below has made the following payments to the named SB, NSB, AND S companies for work performed on the above project:

Firm Name of General Contractor:

Authorized Signature

Date

Print Name

Print Title

Phone Number

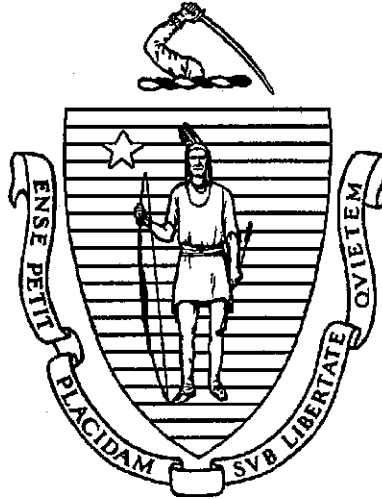
Email address

Work performed/payments made (use additional pages if needed):

	Firm Name	Work Performed	Subcontract Amount	Payments This Quarter	FY Payments to date (this fiscal year 7/1/2018 - 6/30/2019)	Cumulative Payments (total payments over the life of the contract)
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$
SB NSB S			\$	\$	\$	\$

* Sub Bidder (SB), Non Sub-Bidder (NSB), and Supplier (S) payment reports are required for each quarter of the fiscal year for each of your DMH projects. Reports are to cover the following three month periods: 1st quarter, July 1st – September 30th; 2nd quarter, October 1st – December 31st; 3rd quarter, January 1st – March 31st; 4th quarter, April 1st – June 30th. Reports must be submitted within 10 business days of your receipt of this form.

NOTICE: *Intentionally submitting false information in this document may subject the contractor/ designer to criminal prosecution and/ or debarment from public contracting.*



BID PACKAGE

PART IV

PROJECT SPECIFICATIONS

**DMH PROJECT #2022-037A
INSTALLATION OF FIRE ALARM SYSTEM, GIFFORD BASEMENT
TAUNTON STATE HOSPITAL
60 HODGES AVE.
TAUNTON, MA 02780**

**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF HUMAN SERVICES
DEPARTMENT OF MENTAL HEALTH**

S P E C I F I C A T I O N S

FOR

**DEMOLITION AND INSTALLATION
OF FIRE ALARM SYSTEM**

AT

**GIFFORD BUILDING
TAUNTON STATE HOSPITAL
60 HODGES AVENUE
TAUNTON, MASSACHUSETTS 02780**

.....
PROJECT 2022-037A
.....

**DEPARTMENT OF MENTAL HEALTH
OFFICE OF ENGINEERING AND FACILITIES MANAGEMENT
167 LYMAN STREET
WESTBOROUGH, MA 01581**

PREPARED BY: FRED BERGSTROM

REVIEWED BY:

DATE: January 19, 2022

**DEMOLITION AND INSTALLATION OF FIRE ALARM SYSTEM – GIFFORD BUILDING
TAUNTON STATE HOSPITAL 60 HODGES AVENUE, TAUNTON, MA
DMH Project No.: 2022-037A**

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283100	FIRE ALARM SYSTEM	REFER TO ATTACHMENT A

**SECTION 011000
SUMMARY OF THE WORK**

PART 1 – GENERAL

1.1 CONTRACT REFERENCES

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within Division 1 – GENERAL REQUIREMENTS that are hereby made a part of this Section of the Specifications.

1.2 DEFINITIONS

- A. The following terms shall be applicable to these Specifications:
1. **DMH Project Manager:** Refers to Fred Bergstrom, Massachusetts Department of Mental Health, Engineering and Facilities Management, 167 Lyman Street, Westborough, MA 02169-1043. (508) 616-2245.
 2. **DMH Site Director:** Refers to Mary-Louise White, PhD, RN Massachusetts Department of Mental Health, 85 East Newton Street, Boston, MA 02118. (617) 626-8860.
 3. **DMH Facility Manager:** Refers to Mark Anderson, Massachusetts Department of Mental Health, 60 Hodges Avenue, Taunton, MA 02780. (508) 977- 3028.
 4. **Contractor:** Refers to the Contractor who has been awarded the overall contract for the work outlined by the Contract Documents.
 5. **Subcontractor:** Refers to any contractor who is working under the direct supervision of the Contractor including but not limited to: electrician, carpenter, painter, and trucking/transport companies.
 6. **Site:** Refers to Gifford Building, Taunton State Hospital, 60 Hodges Avenue, Taunton, MA 02780.
- B. The terms are provided to facilitate communication but do not supersede the legal definitions provided in the Contract.

1.3 WORK UNDER THIS CONTRACT

- A. The work described under this Contract is to provide all labor, material, tools, equipment, and supervision necessary to remove the existing fire alarm system contained within the reconstruction area and replace with an updated, expandable fire alarm system as designed within the specifications and drawings. . The facility operates on a twenty-four hour, seven days a week schedule but the area that will be under construction within the Gifford building will be closed off and fully accessible during construction.

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- B. Scope of Work - The general scope of work under the bid includes but is not limited to the following:
1. Application of, paying for, and securing any and all permits required from local, state and federal agencies, and other authorities having jurisdiction over construction on the Site, including submitting, revising, and resubmitting all required plans, permits, and notifications.
 2. Preparation and submission of project work plan and construction schedule. The Plan shall include all requirements necessary to complete the work during normal business hours and days.
 3. Mobilization to the Site including but not limited to establishment of the Contractor's Work Space on the Site.
 4. Establish work area perimeter and all necessary control measures as required to successfully install the system as designed.
 5. Perform required selective demolition, including but not limited to, the removal of the existing fire alarm system.
 6. Install the new replacement fire alarm system as designed by the engineer's specifications and drawings.

1.4 SUBSTANTIAL COMPLETION

- A. Substantial completion is defined for this project as fully completes the Work.

1.5 CONTRACT INTENT

- A. The intent of these specifications is to cover the removal and replacement work, complete and operable in every respect with the specified warranties for both materials and installation. It is not intended to give every detail in the specification scope of work. DMH and/or the Designer are not responsible for absence of information pertaining to the fabrication and installation of the proposed fire alarm system. Furnish all material and equipment usually furnished with such a system, whether specifically mentioned or not, omitting only such parts as are specific exceptions from the Specifications.
- B. The fire alarm system installation is a non-proprietary design which needs to meet all current codes and regulations as specified in local, state and fire codes.

1.6 EXISTING CONDITIONS

- A. The project site is a three-story structure with a full basement and comprised of approximately 68,877 square feet. The construction of the building was completed in 1936.

1.7 EXAMINATION OF SITE AND DOCUMENTS

- A. A mandatory pre-bid conference will be held at the job site on the date and at the time indicated in the Invitation to Bid.
- B. Bidders are expected to examine and to be thoroughly familiar with all contract documents and with the conditions under which the work is to be carried out. The Commonwealth will not be responsible for errors, omissions, and/or charges for extra work arising from the Contractors or Subcontractors failure to familiarize themselves with the contract documents, that he is familiar with the conditions and requirements of both where they require, in any part of the work a given result to be produced, that the contract documents are adequate and he will produce the required results.

1.8 CONTRACTOR QUALIFICATIONS

- A. The door handles must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer.
- B. Within three business days from the bid opening, the apparent low bidder shall submit a certification in writing that it has successfully performed at least three recent (within last five years) projects of similar size, scope, and cost. The apparent low bidder shall submit the following information for each project:
 - 1. Project Description
 - 2. Project Value
 - 3. Date was conducted
 - 4. Reference with contact information for the Owner who was the recipient of the work.
- C. The Contractor shall submit the name and resume of the proposed superintendent within three business days of the bid opening to DMH Project Manager for approval.
- D. Letter of Certification

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1. Within three days of the bid opening, the Contractor shall submit a letter of certification from the manufacturer which certifies that the Contractor is authorized to install the manufacturer's fire alarm system and list foreman who have received training from the manufacturer along with the dates training was received.
- E. The Contractor's Updated Statement is not a public record as defined in M.G.L., Chapter 4, Section 7, and will not be open to public inspection.

1.9 CONTRACT METHOD

- A. Work under this Contract shall be lump sum price, for the scopes of work as described in these Specifications.
- B. Should additional work be required or should the quantities of certain classes of work be increased or decreased from those required by the Contract Documents, by authorization of DMH, the contractor shall submit documentation describing the reason for proposed additional costs with a comprehensive submittal spelling the increased costs for the change order and shall be the basis of payment to the Contractor.
- C. The Massachusetts Standard Labor Wage rates, as included in the Contract exhibits, will be used for base contract work, as well as any change order work.

1.10 SUPERVISION OF THE WORK

- A. The Contractor shall be held directly responsible for the correct installation of all work performed under this Contract. The Contractor must make good repair, without expense to the Commonwealth, of any part of the new work, or existing work to remain, which may become inoperative on account of leaving the work unprotected or unsupervised during construction of the system or which may break or give out in any manner by reason of poor workmanship, defective materials or any lack of space to allow for expansion and contraction of the work during the Contractor's warranty period, from the date of final acceptance of the work by DMH.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with his direct work.
- C. The Contractor shall provide adequate number of experienced workers regularly engaged in this type of work who are skilled in the application of the materials specified.

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- D. The Contractor shall provide at least one thoroughly trained and experienced superintendent on the job at all times work is in progress.

1.11 CONTRACTOR'S USE OF THE PREMISES

- A. The Contractor can gain access to the premises during the hours specified below. In addition, the Contractor and his personnel will limit themselves to only within the Site during working hours. If work needs to be scheduled during times other than those listed below, the Contractor shall inform the DMH Project Manager one week prior to work.
 - 1. Deliveries: 8:00 AM to 2:00 PM.
 - 2. General Access: 7:00 AM to 4:00 PM.
- B. Confine operations at the site to areas permitted by DMH requirements.
- C. The Contractor shall supervise the use of the Site related to construction and be responsible for correcting any damage identified by DMH to DMH's satisfaction.
 - 1. An existing conditions survey shall be conducted prior to any work being performed with the DMH Project Manager, DMH Facility Manager, and the DMH Site Director or their representatives.
- D. All available existing utilities adjacent to the construction site will be available for use during construction unless indicated otherwise. These utilities would include water, sewer, and electricity (110 volt). Temporary connections to these utilities, all metering, transformers, removal, usage, and their associated costs will be the responsibility of the Contractor.
- E. All apparatus, storage, and the operation of workmen in connection with activities under this Section shall be confined to limits of the Contract. Storage will not be permitted on the property without the approval of the DMH Project Manager.
- F. All parking regulations shall be observed.

1.12 COORDINATION

- A. The Contractor shall be responsible for the proper fitting of all the work and for the coordination of the operations of all trades, subcontractors or material and men engaged upon the work. The Contractor shall do, or cause his agents to do, all cutting, fitting, adjusting, and repair necessary in order to make the several parts of the work come together properly.
- B. Execute the work in an orderly and careful manner with due regard to the

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occupants of the facility, the public, the employees, and the normal function of the facility.

- C. The work sequence shall follow the planning and schedule established by the Contractor as approved by the DMH Project Manager. The work upon the Site shall commence promptly and be executed with full simultaneous progress. Work operations which require the interruption of utilities, service, and access shall be scheduled to involve minimum disruption and inconvenience, and to be expedited so as to insure minimum duration of any periods of disruption or inconvenience.
- D. The Contractor shall review the tolerances established in the specifications for each type of work and as established by trade organizations. The Contractor shall coordinate the various trades and resolve any conflicts that may exist between trade tolerances without additional cost to DMH. The Contractor shall provide any chipping, leveling, shoring or surveys to ensure that the various materials align.

1.13 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements for the standard, except where more rigid requirements are specified or are required by codes. Refer to the specific Specification for specific references.
- B. Where reference is made in the Contractual Documents to Publications and Standards issued by Associations or Societies, the intent shall be understood to specify the current edition of such Publications or Standards (including tentative revision) in effect on the date of the contract advertisement notwithstanding any reference to a particular date.

1.14 PRECONSTRUCTION CONFERENCE

- A. The Contractor shall have a responsible representative at the pre-construction conference to be called by the DMH Project Manager following the award of the Contract, as well as representatives of field or office forces and major subcontractors. All such representatives shall have authority to act for their respective firms. The pre-construction conference is to be held within five days of Notice to Proceed, or as otherwise determined by DMH.
- B. Representatives of the following shall be required to attend this conference:
 - 1. DMH Project Manager
 - 2. DMH Site Director

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3. DMH Facility Manager
 4. DPH Director of Facilities
 5. Contractor
 6. Door Hardware Installer
 7. Door hardware system manufacturer's representative
 8. Any Subcontractors
- C. The Agenda for the meeting shall include, but not be limited to:
1. Review methods and procedures related to installation of fire alarm systems, including manufacturer's written instructions.
 2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 3. Examine existing conditions and finishes for compliance with requirements, including fastening.
 4. Review any possible limitations of the fire alarm system being installed into the retrofitted area.
 5. Review any possible governing regulations and requirements for insurance and certificates if applicable.
 6. Review temporary protection requirements that will be required during and after installation.
 7. Review existing fire alarm system observation and any necessary repair procedures after the system installation.

1.15 WORK BY DMH

- A. DPH will provide Site Access
- B. DMH will designate parking and staging areas.
- C. DMH will designate areas for the locations for loading and unloading the majority of materials to and from the building.
- D. Sanitary facilities are available at the Site and will be designated by the DMH Facility Manager. The Contractor is expected to maintain a clean and sanitary condition in the restrooms.
- E. Stairs and exterior openings may be used for personnel, removing minimal debris and delivering minimal materials.
- F. DMH will provide access to water and electrical facilities. Note that electrical service in the Building is 110 volt. If the Contractor requires additional power, the Contractor is responsible to provide the additional power under the base contract fee.

1.16 SUBCONTRACTORS

- A. After selection, the successful Bidder shall submit a list of any possible subcontractors proposed for the performance of the Work to DMH for approval. The list shall include the name, address, contact person, and MA tax identification number for each subcontractor.

1.17 PROJECT MEETINGS

- A. Project meetings shall be held on a weekly basis and/or as required subject to the discretion of the DMH Project Manager.
- B. As a prerequisite for monthly payments, ordering schedules, shop drawing schedules, and coordination meeting schedules shall be prepared and maintained by the Contractor and shall be revised and updated on a monthly basis, and a copy shall be submitted to the DMH Project Manager.
- C. In order to expedite construction progress on this project, the Contractor shall order all materials immediately after the approval of shop drawings and shall obtain a fixed date of delivery to the project site for all materials ordered which shall not impede or otherwise interfere with construction progress. The Contractor shall present a list and written proof of all materials and equipment ordered (through purchase orders). Such list shall be presented at the meetings and shall be continuously updated.
- D. Scheduling shall be discussed with all concerned parties, and methods shall be presented by the Contractor which shall reflect construction completion not being deferred or foreshortened. Identify critical long-lead items and other special scheduling requirements. The project schedule is to include time for submission of shop drawing submittals, time for review, and allowance for resubmittal and review.
- E. Project meetings shall be chaired by the DMH Project Manager.
- F. Minutes of the project meetings shall be prepared by the DMH Project Manager and shall be distributed to all present within 72 hours of the Project Meeting.

1.18 PERMITS, INSPECTION AND TESTING REQUIRED BY GOVERNING AUTHORITIES

- A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having any jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the DMH Project Manager, and such Authority timely notice of its readiness

so the DMH Project Manager may observe such inspecting, testing, or approval.

- B. Prior to the start of construction, the Contractor shall complete application to the applicable Building Code enforcement authority for a Building Permit. Such Permit shall be displayed in a conspicuous location at the project site.
- C. Unless otherwise specified under the Sections of the Specifications, the Contractor shall pay such proper and legal fees to public officers and others as may be necessary for the due and faithful performance of the work and which may arise as incidental to the fulfilling of this Contract. As such, all fees, charges and assessments in connection with the above shall be paid by the Contractor.

1.19 CUTTING, CORING, AND PATCHING, UNLESS OTHERWISE INDICATED

- A. The Contractor shall do all cutting, coring, fitting and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of the Subcontractors as indicated in the Specifications.
- B. The Contractor shall not endanger any work by cutting, coring, or otherwise altering the work and shall not cut or alter the work of any other Subcontractor except with the written consent of the DMH Project Manager.
- C. Submit a written request to the DMH Project Manager well in advance of executing any cutting or alteration which affects:
 - 1. Work of DMH or separate contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
 - 6. Request shall include:
 - a. Identification of the Project.
 - b. Description of affected work.
 - c. The necessity for cutting or alteration.
 - d. Effect on work of DMH or any separate contractor, or on structural integrity of Project.
 - e. Description of proposed work:
 - f. Alternatives to cutting and patching.

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- g. Cost proposal, when applicable.
- h. Written permission of any separate contractor whose work will be affected.
- 7. Should conditions of Work or the schedule indicate a change of products from original installation, the Contractor shall submit request for substitution to the DMH Project Manager.
- 8. Submit written notice to the DMH Project Manager designating date and time the work will be uncovered a minimum of three business days in advance.

D. Performance:

- 1. Execute cutting and patching by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
 - a. In general, where mechanical cutting is required, cut work with sawing and grinding tools, not with hammering and chopping tools.
- 2. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- 3. Restore work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- 5. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- 6. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.
- 7. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1.20 SECURITY REQUIREMENTS

- A. The Contractor shall familiarize himself with DMH's security requirements and shall abide by and conform to such established regulations at all times. The Contractor shall submit a list of personnel who will be responsible for the rehabilitation work and the maintenance service. List shall be kept current by Contractor.
- B. Criminal Offender Record Information Check. All on-site employees and/or prospective employees of Contractor and Subcontractors working on this project are subject to a CORI (Criminal Offender Record Information) check pursuant to Chapter 6 of the Massachusetts General

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Laws. All on-site personnel must meet this requirement before being allowed on site

- C. Proper identification must be worn at all times.

1.21 SAFETY REQUIREMENTS

- A. The Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state, and federal requirements that are safety related. All Contractor and subcontractor employees shall be instructed daily to be mindful of the fulltime requirements to maintain a safe environment for the facility occupants including staff, visitors, clients, and the occurrence of the general public on or near the Site.
- B. OSHA Safety and Health Course Documentation Records: Chapter 306 of the Massachusetts Acts of 2004 requires that everyone employed at the jobsite must complete a minimum 10-hour long course in construction safety and health approved by the U.S. Occupational Safety and Health Administration (OSHA) prior to working at the jobsite. Compliance is required for the Contractor's and subcontractors' on-site employees at all levels. This requirement does not apply to home-office employees visiting the Site or to suppliers' employees who are making deliveries.
- C. Documentation records shall be initially complied by the Contractor and subcontractors as part of certified payrolls, and the Contractor shall create and maintain a copy of the documentation on-site at all times.
- D. All accident reports are to be transmitted to the DMH Project Manager within 24 hours of occurrences.

1.22 SPECIAL REQUIREMENTS

- A. The Building is and will be occupied during normal business hours of the week. The Contractor shall take precautions to prevent the spread of dust and debris, particularly where such materials may shift inside the Building. The Contractor shall provide labor and materials to construct, maintain, and remove necessary temporary enclosures to prevent dust or debris in the construction area from entering the remainder of the Building.
- B. Work shall be conducted in a manner to afford maximum protection of building, facilities, employees and the public and to prevent unreasonable delay or interference with normal functioning of the building.

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- C. The Contractor shall meet with the MHC's Director of Environmental Health & Safety and Infection Control Coordinator to develop a Pre-Construction Infection Control Risk Assessment ("ICRA") prior to the commencement of any construction. The ICRA will include, but not be limited to such topics as: Air Quality, Infection Control, Noise & Vibration, Debris Removal, Utilities, Emergency Procedures, and Interim Life Safety Measures. Once approved, the Contractor will be required to comply with the terms of the ICRA throughout the project. The MHC shall have the authority to enforce the terms of the ICRA.

- D. All of the Contractor's employees who will be working inside the Gifford building will be required to attend an orientation, which will be provided by the Taunton State Hospital MHC's Safety Officer, prior to working in the Building. The orientation will include, but not be limited to such topics as: Patient Confidentiality (HIPAA), Security, Safety, Smoking, Fire Safety, Debris Removal, Infection Control, and Hazard Communication.

****** END OF SECTION ******

**SECTION 013300
SUBMITTALS**

PART 1 – GENERAL

1.1 PROVISIONS INCLUDED:

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this Section of the specification.

1.2 SHOP DRAWINGS, OPERATIONS, PRODUCT AND MAINTENANCE DATA

- A. The Contractor shall review and submit to the DMH Project Manager, shop drawings, product data, and maintenance required by Specification Section.
- B. Shop Drawings:
 - 1. Original drawings shall be prepared by Contractor, Subcontractor, supplier or distributors, which illustrate some portion of the work; show fabrication, layout, setting or erection details.
 - a. Shop drawings shall be prepared by a qualified dealer.
 - b. Details shall be identified by reference to sheet and detail number shown.
 - c. Maximum sheet size shall be 30 inch by 42 inch.
 - d. Reproductions for submittals shall be reproducible with the required number of opaque prints specified herein.
- C. Project Data
 - 1. Manufacturer's standard schematic drawings:
 - a. Modify drawings to delete information which is not applicable to project.
 - b. Supplement standard information to provide additional information applicable to project.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
 - a. Clearly mark each copy to identify pertinent materials, products or models.
 - b. Show dimensions and clearances required.
 - c. Show performance characteristics and capacities.
 - d. Show wiring diagrams and controls.

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- D. Samples: Physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
 - 1. Office samples: Of sufficient size and quantity to clearly illustrate:
 - a. Functional characteristics of product or materials, with integrity related parts and attachment devices.
 - b. Full range of color samples (if applicable).
 - c. After review, approved samples may be incorporated into the project construction if not retained for comparison.

1.3 CONTRACTORS RESPONSIBILITIES

- A. The Contractor shall coordinate each submittal with requirements of work and contract documents.
- B. The Contractor's responsibility for errors and omissions in submittals is not relieved by DMH Project Manager's review of submittals.
- C. Notify DMH Project Manager in writing at time of submission, of deviations in submittals from requirements of contract documents or previous submissions.
- D. Work that requires submittals shall not commence unless submittals have DMH Project Manager's stamp and initials or signature indicating review and approval.
- E. After DMH Project Manager's review, the Contractor shall distribute required copies.

1.4 SUBMISSION REQUIREMENTS:

- A. Make submittals promptly and in such sequence as to cause no delay in the work.
- B. Submit two (2) opaque copies of shop drawings, and number of copies of product data which the Contractor requires for distribution, plus two (2) copies which will be retained by the DMH Project Manager.
- C. Submittals shall include:
 - 1. Transmittal letter
 - 2. Date and revision date.
 - 3. Project title.
 - 4. The names of:
 - a. Contractor

- b. Subcontractor
- c. Supplier
- d. Manufacturer
- 4. Identification of product or material.
- 5. Relation to adjacent structure of materials.
- 6. Field dimensions, clearly defined as such.
- 7. Specification Section number.
- 8. Applicable standards, such as ASTM number.
- 9. A blank space 5 inches by 4 inches, for the DMH Project Manager's approval/rejection/approved as noted/revise and resubmit notation.
- 10. Identification of deviations from contract document.
- 11. Contractors stamp, initialized or signed, certifying review and approval of submittals.

1.5 RESUBMISSION REQUIREMENTS

A. Shop Drawings:

- 1. Revise drawings as required and resubmit as specified for previous submittal.
- 2. Product Data: Submit new data as required from previous submittals.

1.6 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

- ### **A.**
- Distribute copies of shop drawings and project data which display the DMH Project Manager's written approval to appropriate Subcontractors.

1.7 SCHEDULE OF VALUES

- ### **A.**
- Prior to the first request for payment, the Contractor shall submit to the DMH Project Manager, a draft Schedule of Values of the various portions of the work in sufficient detail to reflect various major components of each trade, including quantities when requested, aggregating the total contract sum, and divided so as to facilitate payments for work under each Section.
- ### **B.**
- The draft Schedule of Values shall be prepared in such form as specified or as DMH may approve and it shall include data to substantiate its accuracy.
- ### **C.**
- Each item in the Schedule of Values shall include its proper share of overhead and profit. This Schedule including breakdown and values requires the approval of DMH and shall be used only as a basis for the Contractor's request for payment.

****** END OF SECTION ******

**SECTION 015000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION

- A. The Contractor shall be responsible for providing and maintaining temporary construction facilities and controls as specified herein.

1.3 DUST CONTROL

- A. The Contractor shall provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable general conditions set forth in the contract articles with added regard to performance obligations of the Contractor.
- C. The Contractor shall provide and maintain floor mats at access points to prevent the tracking of dust.

1.4 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
 - 1. Equip air compressors with silencers and power equipment with mufflers.

1.5 CLEANING DURING CONSTRUCTION

- A. The Contractor shall perform clean-up operations during construction as herein specified.

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- B. The Contractor shall at all times during the progress of the work, keep the work area and other adjacent areas from accumulation of waste materials or rubbish.
- C. Cleaning and removal of waste material and/or rubbish must be performed daily.
- D. Control accumulation and remove waste materials, debris and rubbish from the Site periodically and dispose of at legal disposal areas off the construction site. The Contractor shall bear all costs, including fees resulting from such disposal.
- E. Store volatile wastes in covered metal containers and remove from premises.
- F. Prevent accumulation of wastes which create hazardous conditions.
- G. Provide adequate ventilation during use of volatile or noxious substances.
- H. Conduct cleaning and disposal operation to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn rubbish and waste materials on site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
- I. Use only those materials which will not create hazards to health or property, and which will not damage surfaces.
- J. Use only those cleaning materials and methods recommended by manufacturer of surface materials to be cleaned.
- K. Provide on-site containers for collection of waste materials, debris and rubbish.

****** END OF SECTION ******

**SECTION 016000
PRODUCT REQUIREMENTS**

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 PRODUCTS

- A. Products include material, equipment and systems. Products shall be new, best of their respective kinds and free from defects.
- B. Comply with Specifications and referenced standards as a minimum requirement.
- C. Components required to be supplied in quantity within a Specification Section shall be the same and shall be interchangeable.
- D. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.
- E. Materials and equipment of similar application: same manufacturer, except as noted.
- F. Secure approval of materials, equipment and installation

1.3 WORKMANSHIP

- A. Comply with industry standards except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. Perform work by persons qualified to produce workmanship of specified quality.
- C. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration and racking.

1.4 MANUFACTURER’S INSTRUCTIONS

- A. When work is specified to comply with manufacturer’s instructions, submit copies as specified in Section 013300 - SUBMITTALS.
- B. Perform work in accordance with details of instructions and specified requirements.
- C. There shall be no deviations from this Specification or the approved shop drawings without the prior written approval of the manufacturer. Any deviation from the manufacturer’s installation must be supported by a written certification on the manufacturer’s letterhead and presented to for the DMH Project Manager consideration.

1.5 TRANSPORTATION AND HANDLING

- A. Refer to CONTRACT and GENERAL CONDITIONS and Specification Sections for requirements pertaining to transportation and handling of materials and equipment.
- B. Transport products by methods to avoid product damage.
- C. Deliver door hardware materials to Site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing.
- D. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- E. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct, and products are undamaged.

1.6 STORAGE AND PROTECTION

- A. Refer to CONTRACT and GENERAL CONDITIONS and Specification Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturer’s instructions, with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity ranges required by manufacturer’s instructions.
- C. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged and are maintained under required conditions.

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- D. Contractor will provide secure lock-up for material delivery to the project, but not yet installed. Control handling and installation of hardware items so that completion or work will not be delayed by material losses both before and after installation.
- E. Items damaged in shipment shall be replaced promptly and with proper material and paid for by whoever did the damage or caused the damage to occur.
- F. Material shall be handled in a manner to avoid damage, marring, or scratching. Irregularities that occur to the material after it has been delivered to the project shall be corrected, replaced, or repaired by the contractor. Material shall be protected against malfunction due to paint, solvent, cleanser or chemical agent.
- F. No direct shipments will be allowed unless approved by the contractor.

******* END OF SECTION *******

**SECTION 017000
CLOSEOUT PROCEDURES**

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 FINAL CLEANING

- A. Upon completion of the work under this Contract, the Contractor shall leave the project site ready for use without the need for further cleaning or directly related painting of any kind and with all work in perfect order. The Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. At the completion of work, all rubbish, debris, waste, materials, and salvaged materials shall be removed from the site. All tools, scaffolds, apparatus and appliances used in connection with work shall be removed by the Contractor, and the premises shall be left in clean condition.
- C. Cleaning shall include all surfaces, interior and exterior in which the Contractor has had access whether existing or new.
- D. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.
- E. Use only those cleaning materials and methods that are recommended by the manufacturer of surface material to be cleaned.
- F. Employ experienced workmen or professional cleaners for final cleaning operations.
- G. Remove grease, mastic, adhesives, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces.
- H. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
- I. The Contractor shall remove from the site , all building rubbish, unused materials belonging to him or used under his direction during construction

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or impairing the use or appearance of the property and shall restore such areas affected by the work to their original condition

- J. Prior to final completion, the Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

1.3 PROJECT DOCUMENTS

- A. Record Drawings shall consist of **all** the contract drawings. Drawings shall be provided in electronic form and on CD.
- B. Project Manuals:
 - 1. Before requesting acceptance of work, furnish as required, copies of product manuals shall be provided to the DMH Project Manager. The Project Manual shall contain, but not be limited to:
 - a. Final detail of all submittals: door handles, custom wrap arounds, fasteners, reinforcements, etc.
 - b. Product reference including Manufacturer's name and material description detail sheet for all major applicable materials and finishes.
 - c. Copies of manufacturer's final inspection reports to DMH prior to the issuance of the manufacturer's warranty.
 - d. Product data on all related work.
 - 2. Complete project manual and all detail and documentation to also be electronic and furnished on CD.
- C. Operation and Maintenance Manuals: Should include cleaning, replacement parts information, warranties, all contact information of subcontractors and a formal warranty for all work completed.
- D. Preventative Maintenance Checklist: Per recommendations of manufacturers.

1.4 GUARANTEES AND WARRANTIES

- A. The Contractor shall submit to the DMH Project Manager all extended guarantees and warranties that have been specified in various, individual Sections of the Specifications.
- B. Contractor's Warranty: The subcontractor shall supply DMH with a minimum one-year workmanship warranty, starting at the date of final acceptance of the Project. In the event any work related to the installation

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is found to be defective within one year of final acceptance, the Contractor shall remove and replace such at no additional cost to the Commonwealth. The Contractor's warranty obligation shall run directly to DMH, and a copy of the door handle signed warranty shall be sent to the door handle system's manufacturer.

1. The duration of the Contractor's one-year warranty shall run concurrent with the manufacturer's warranty.
- C. Should Contractor fail to remedy such defects within the agreed length of time, to be specified in notice from DMH, DMH may have such work performed by another contractor and charge the entire cost to the Contractor.

****** END OF SECTION ******

**SECTION 024119
SELECTIVE DEMOLITION**

PART 1 – GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT and GENERAL CONDITIONS and all Sections within DIVISION 1 – GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Equality of material, article, assembly or system other than those named or described in this Section shall be determined in accordance with the provisions of the CONTRACT and GENERAL CONDITIONS.

1.2 DESCRIPTION

- A. It is not the intent herein to describe all the items and work required to be removed under this Section. The Contractor shall assure himself that all the work to be removed, not otherwise specified herein or described under other Sections shall be removed under this Section at no additional cost to the Commonwealth.
- B. The Contractor shall also examine other Sections of these Specifications and familiarize himself with their provisions regarding the removal of existing items and work. He shall understand that all items and work not specifically mentioned to be removed by the requirements of other Sections of these Specifications shall be removed as part of the work under this Section.
- C. The scope of work consists of material and services to be furnished under this Section, and without limiting the generality thereof, includes labor, equipment and services required for the removal of existing work, special protection and all work incidental thereto as specified herein and as shown on the Drawings.

1.3 RELATED WORK

- A. The following work is not included in this Section and is to be performed under the contracted scope of work:
 - 1. Movable items and items of DMH's equipment in the areas of the existing building affected by the work under this Contract will be removed by DMH.

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2. The patching and/or repair of any existing materials, equipment, structure caused by work performed under this scope of work is to be included under these Specifications describing similar construction. The Contractor shall do his utmost to keep such necessary patching and repairing to a minimum.

1.4 PERMITS AND CODES

- A. Work specified herein shall conform to Specifications and shall comply with all rules, regulations, laws and ordinances of the Commonwealth of Massachusetts.
- B. The Contractor shall procure and pay for all permits and licenses required for the complete work specified or inferred under this Section.

1.5 SCHEDULING

- A. Before beginning the removal, the Contractor shall consult jointly with the DMH Site Director and DMH Project Manager to determine the schedule of work, exact places, times and days during which the removal work may, or may not be carried on, and to determine further reasonable requirements, particularly in regards to noise prevention, dust prevention, and safety precautions.
- B. No work shall be started in existing building without prior approval of the DMH Facility Manager. The Contractor shall give the DMH Site Director adequate advance notice of his/her readiness to start such work in order that they may properly rearrange activities or evacuate the spaces to be affected.

1.6 EXAMINATION OF PREMISES

- A. The Contractor will be held to have examined the premises before submitting proposals for the work and to have satisfied himself as to the existing conditions under which he will be obliged to operate or that will in any way affect the work.
- B. The Contractor is responsible to determine the character and amount of materials and debris to be removed. No allowances will be made in this connection for error or negligence of the Contractor.

1.7 ENCLOSURES

- A. Provide temporary barriers and/or protection as required to separate work areas from DMH's occupied areas if applicable, to prevent penetration of dust and to prevent damage to existing areas and equipment.
- B. Provide plastic sheet material and tape to seal HVAC supplies and exhaust to ensure no debris enters the existing system. Insure that dust does not enter the ductwork.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 PREPARATION

- A. Before starting the removal of work, the Contractor shall arrange for the protection of active services in the areas where construction work is to take place

3.2 REMOVAL OF EXISTING WORK

- A. Provide dust protection to contain dust and debris to the work area.

3.3 CLEAN-UP

At the completion of work, all rubbish, debris waste, materials, and salvaged materials shall be removed from the site. All salvaged materials that were requested to remain as recyclable shall be turned over to DMH facility staff. All tools, scaffolds, apparatus and appliances used in connection with work under this Section shall be removed by the Contractor, and the premises shall be left in clean condition, ready for the alteration work as described under other Sections of these Specifications.

****** END OF SECTION ******

ATTACHMENT A

SPECIFICATION SECTION 283100

SPECIFICATION SECTION 28 31 00

1.0 GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract and Agreement apply to this section.

1.2 Summary

- A. Drawings supplied with this specification shall be used as a reference for the requirement and location of system components. Work includes visiting the site to observe the existing conditions, and confirmation of the required quantities of devices and specific options for locations of the same.
- B. At the time of the bid, all exceptions taken to these Specifications, variances from these Specifications and all substitutions of equipment specified shall be listed in writing and forwarded to EFI Global Inc. (Engineer) and the Massachusetts Department of Mental Health (Owner). Any such exceptions, variances, or substitutions, which were not listed at the time of bid shall not be approved or considered.
- C. The Work includes all labor, materials, services, tools, transportation, and temporary construction necessary to remove the existing building fire alarm system equipment in the manner and to the extent indicated herein and on the Drawings.
- D. The Work includes all labor, materials, services, software, programming, tools, transportation, and temporary construction necessary to fabricate, install, program and test a fully operational and code compliant UL Listed analog-addressable fire alarm system.
- E. The Work includes all fees and activities required to secure approvals for necessary State and Local permits.
- F. The Work includes submitting detailed Shop Drawing Plans, Wiring Diagrams, Calculations and Product Data to the Engineer for review prior to submitting same to local officials (as required) for approval and permit.
- G. The Work includes performing field quality control activities.
- H. The Work includes documenting and submitting the results of integrity and functional testing.
- I. The Work includes performing overall system, half-day "Pre-Acceptance" test(s) for the Engineer's approval.
- J. The Work includes performing overall system, half-day "Final Acceptance" test(s) for Authority Having Jurisdiction (AHJ) approval.
- K. The Work includes submitting As-built Plans and closeout documentation to the Engineer for review prior to scheduling Owner demonstration training.
- L. The Work includes training Owner's personnel on the operation of the system, required maintenance tasks and frequencies, and the locations of all equipment necessary to maintain and operate the fire alarm system.

1.3 Performance Requirements

- A. 24 VDC closed-circuit, electrically supervised, addressable, analog, automatic fire alarm system for the building. The system shall include, but not be limited to:
 - 1. Fire alarm control unit (FACU) and power supplies.
 - 2. Addressable manual fire alarm boxes at all exits and in the common areas, as shown on the drawings.
 - 3. Photoelectric, addressable analog automatic smoke detection system (in those environments suitable for proper smoke detector operation), as indicated in this section and where shown on the drawings.
 - a. Common Corridors, Common Lounges and Stairwells: System type, analog, addressable, photoelectric smoke detectors with standard bases located in common corridors, common lounges and each stairwell at each floor level in each stair tower.
 - 4. Addressable analog automatic heat detection, as indicated in this section and where shown on the drawings.
 - 5. Minimum of two (2) audible and visible notification appliance circuits, as shown on the drawings.
 - 6. Audible and visible notification appliances in common (public) spaces, public bathrooms, as shown on the drawings.
 - 7. Electrical junction back box with coiled amount of wire on the signaling line circuit for future sprinkler valve supervisory device(s) and waterflow device shall be located as shown on the drawings.
 - 8. Connection to existing local energy master box, as shown on the drawings and described in this Specification.
 - 9. Addressable monitor modules as shown on the drawings and described in this specification.

1.4 Order of Precedence

- A. Should conflicts arise out of discrepancies between documents referenced in this specification, the most stringent requirement shall apply; however, should a level of stringency be indeterminable, the discrepancies shall be resolved as follows:
 - 1. State and local codes shall take precedence over this Specification.
 - 2. The National Fire Protection Association Standards shall take precedence over this Specification.
 - 3. This Specification shall take precedence over the Drawings.

1.5 Submittals

- A. Pre-Installation Documentation:
 - 1. Product Data: For each product specified in Part 2. Submittal shall indicate listing and approvals, selected options and electrical characteristics.
 - 2. Equipment List: Identify type, quantity, make and model number of each piece of equipment (including spare components) included in submittal. Types and quantities of equipment indicated shall coincide with the types and quantities of equipment used in the battery calculations and those shown on the shop drawings.

3. Shop Drawing Plans: Minimum 1/8" = 1'-0" scale floor plans and corresponding riser diagram inclusive of information required by NFPA 72-2002 requirements.
 4. Wiring Diagrams: Point-to-point fire alarm control equipment installation diagrams inclusive of information required by NFPA 72-2002 requirements; typical wiring diagrams are not acceptable.
 5. Battery Calculations: Prepared in accordance with NFPA 72-2002 requirements and showing total standby power and total alarm power required to meet the specified system requirements. Include a complete list of current requirements during normal, supervisory, trouble, and alarm conditions for each component of the system.
 6. Voltage-drop Calculations: Prepared in accordance with NFPA 72-2002 requirements to demonstrate that the system will operate per the prescribed backup time periods and under all voltage conditions per UL and NFPA standards.
 7. Sequence of Operation: A sequence of operation that describes how the system responds during an alarm, supervisory and trouble condition. The description shall include fire alarm control unit LEDs, audible and visible indications; initiating devices, notification appliances, and auxiliary functions. The description shall provide sufficient information so that the exact function of each installed device and appliance is known.
 8. Statement of Equipment Lifecycle: A written statement, signed by a representative of the equipment manufacturer stating that the equipment to be supplied is not at or near the end of its life cycle and that replacement components for all control equipment shall be available from the manufacturer for a minimum of fifteen (15) years from the date of installation.
- B. Pre-Programming Documentation:
1. Address List: Indicating proposed label verbiage for each address.
- C. Pre-Acceptance Documentation:
1. As-Built Drawings: Showing all field changes from original Shop Drawing Plan submittal. Drawings shall include:
 - a. The exact locations and installation details of all equipment installed including the FACU, all initiating devices, monitor modules and fault isolator modules with the address of each addressed device and all notification appliances.
 - b. The installed wiring and color-coding and wire tag notifications for the exact locations of all installed junction boxes and terminal cabinets.
 - c. Specific point-to-point interconnections between all equipment and internal wiring of the equipment. Typical point-to-point wiring diagrams are not acceptable.
 2. Testing Plan: Include a step-by-step description of all tests and indicate type and location of test apparatus to be employed.
 3. Preliminary Record of Completion: Prepared in accordance with NFPA 72.
 4. Statement of Completion; to indicate that system installation, field quality control and commissioning is complete, a signed written statement, substantially in the form as follows:

“The undersigned, having been engaged as the Fire Alarm Contractor for the Gifford Basement Renovation, confirms that the fire alarm system equipment has been installed in accordance with the system manufacturer’s wiring diagrams, installation instructions and technical specifications provided to us by the manufacturer and Owner. Field quality control procedures are complete, system indicators are normal, and the system is ready for demonstration testing.”

D. Final Acceptance Documentation:

1. As-Built Drawings: With final revisions per Engineer's comments.
2. Final Record of Completion: Prepared in accordance with NFPA 72.
3. Test Reports: From Pre-Acceptance testing; substantially in the format and inclusive of information required by NFPA 72-2016 Figure 7.8.2(g).

E. Closeout Documentation:

1. Maintenance Data: Operating and Maintenance Manual to include the following:
 - a. Final Equipment List identifying the quantities and types of equipment listed by manufacturer's part number.
 - b. Detailed narrative description of the system inputs, evacuation signaling, ancillary functions, annunciation, sequence of operations, expansion capability, application considerations, and limitations.
 - c. Product datasheet (or specification sheet) for each piece of fire alarm system equipment installed.
 - d. Operator instructions for basic system operations, including alarm acknowledgement, system reset, interpretation of system output, operation of manual evacuation signaling and ancillary function controls.
 - e. Standby power calculations and voltage drop calculations that coincide with the equipment that has been installed in the building.
 - f. Point ID list referencing the signaling line circuit loops and the devices on those loops.
 - g. Sensitivity report for all smoke detectors at the time of acceptance.
 - h. Testing results of all wiring free from faults, as specified in this specification.
 - i. Detailed description of routine maintenance and testing as required and recommended and as would be provided under a maintenance contract, including testing and maintenance instructions for each type of device installed.
 - 1) This information shall include manuals that outline inspection, testing and cleaning procedures for all detectors and control equipment, as well as any other special maintenance procedures for any other pieces of fire alarm system equipment installed in the building.
 - j. Detailed troubleshooting instructions for each trouble condition generated from the monitored field wiring, including opens, shorts, grounds, and loop failures.
 - 1) These instructions shall include a list of all trouble signals annunciated by the system, a description of the condition(s) that causes such trouble signals, and step-by-step instructions describing how to isolate such problems and correct them (or how to call for service, as appropriate).
 - k. A service directory, including a list of names and telephone numbers of those who provide service for the system.
2. Documentation of programming with USB Drive containing the programming information. Include necessary non-disclosure agreement or licensing agreement.

3. Electronic As-Built Drawings: Submit electronic AutoCAD files on USB Drive. Coordinate AutoCAD version with Owner at time of submittal.
4. Statement of Warranty.

1.6 Coordination

- A. Coordinate the installation of the fire alarm system and testing of associated equipment and circuits with all related trades, contractors, equipment maintenance and testing representatives, the Engineer, the Owner and the AHJ.

1.7 Quality Assurance

- A. Each component of the fire alarm system shall be listed as a product of a single fire alarm system manufacturer under the appropriate category for the intended use in Underwriters Laboratories, Inc. (UL), UL FPED *Fire Protection Equipment Directory*. All control equipment shall be listed under UL category UOJZ Control Units System as a single unit. Partial listings, or multiple listings for various major sections of the control equipment, shall not be acceptable.
- B. If a UL listing for a specific device is unavailable, approval by FM Global (FM) or other nationally recognized testing laboratory (NRTL) acceptable to the Owner and the Engineer shall be acceptable.
- C. Electrical components, devices, and accessories shall be Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- D. All control equipment shall have transient protection devices that comply with the requirements outlined in UL 864, *Standard for Control Units for Fire-Protective Signaling Systems, Ninth Edition*.
- E. All materials and equipment (initiating devices, notification appliances, etc.) shall be new and unused.
- F. All equipment supplied shall be first quality and the manufacturer's best type and latest model capable of complying with all requirements of this specification and shall have been in continuous production and in continuous service in commercial applications for at least one (1) year. Obsolete equipment shall not be used.
- G. Installer Qualifications:
 1. Licensed in the State of Massachusetts and be experienced in the installation of fire alarm systems in office buildings similar to the Work described herein and has obtained design and inspection approvals for similar projects from authorities having jurisdiction.
 2. Foreman: Provide proof of competence of both their company and the individual foreman that will be assigned to this project, in the area of installing fire detection, alarm, and control systems for at least five (5) years and acceptable to the Owner. Once assigned, the Contractor's foreman shall not be changed without the approval of the Owner.
 3. Service Organization: Capable of providing a minimum qualified, trained service technician within four (4) hours of a request for on-site service.
- H. The fire alarm system shall comply with all applicable state and local codes including the 780CMR Massachusetts Building Code, which references and amends the 2015 edition of the International Building Code.
- I. The fire alarm system shall be installed in accordance with the applicable provisions of the following as referenced by the Massachusetts Fire Safety Code:

1. Massachusetts Comprehensive Fire Safety Code which adopts and amends NFPA 1, *Uniform Fire Code*, 2015 Edition.
 2. NFPA 70, *National Electrical Code*, 2020 Edition.
 3. NFPA 72, *National Fire Alarm Code*, 2019 Edition.
- J. The requirements and recommendations of the latest published edition of the equipment manufacturers' product datasheets, technical specifications, installation instructions and wiring guidelines shall be followed.

1.8 Project Schedule

- A. Upon award, the Contractor shall provide a schedule to the Owner and Engineer for the milestones and construction progress.

1.9 Scheduling

- A. The Contractor's Foreman shall act as primary point of contact and the person responsible-in-charge for coordinating the Pre-Acceptance Test with the other portions of the Work, Owner and the Engineer.
- B. The Contractor's Foreman shall act as primary point of contact and responsible-in-charge for coordinating the Final-Acceptance Test with the other portions of the Work, Owner, Engineer and the AHJ.

1.10 Extra Materials

- A. The manufacturer shall provide a suggested spare parts list with firm unit prices maintained for the duration of the manufacturers warranty period as specified herein, for items such as power supplies, central processor units, addressable monitor modules and other modules that may be long lead replacement items. Firm costs for programming changes shall also be included. Firm prices shall be maintained for one (1) year beyond the duration of the manufacturers warranty period as specified herein.
- B. Furnish an additional 5% of the smoke detectors and each type of addressable base as spares.
- C. Furnish an additional 5% of the manual fire alarm boxes as spares.
- D. Furnish an additional 5% of the fault isolation modules as spares.
- E. Furnish an additional 5% of each type of notification appliances (horns/strobes and strobes of various candela ratings) installed in the building as spares.
- F. Spare parts shall be neatly and protectively packed in one or more cartons. The quantity, manufacturer, and model of each unit in the carton shall be identified on the outside of the carton. The name, address, and telephone number of the Contractor and of the manufacturer's local representative, plus the date of delivery, shall be neatly identified on the cover of each carton.

1.11 Warranty

- A. The Contractor shall guarantee all new equipment installed and new raceways, new wiring and connections to existing wiring from defects in workmanship and inherent mechanical and electrical defects for a period of one (1) year from the date of substantial completion of the project. See Part 1 "Submittals".

The Manufacturer or the authorized representative shall guarantee all new system equipment for a period of two (2) years from the date of substantial completion of the project. See Part 1 "Submittals"

2.0 PRODUCTS

2.1 Manufacturers

- A. Fire alarm system control equipment shall be manufactured by:
 - 1. GE Infrastructure, Security (Formerly Edwards Systems Technology)
 - 2. Gamewell - Fire Control Instruments (A Division of Honeywell International, Inc.)
 - 3. Notifier (A Division of Honeywell International, Inc.)
 - 4. SimplexGrinnell, LP (A Division of Tyco International, LTD.)
- B. Distributors of acceptable manufacturer's equipment shall provide documentation indicating that they are authorized by the manufacturer to distribute and service the equipment and that the manufacturer has stated that they have satisfactorily completed all training courses offered by the manufacturer in relation to the equipment provided.

2.2 Functional Description of the System

- A. The system shall include new control/communications equipment which is UL Listed to operate with the submitted manual fire alarm boxes and smoke detectors, and shall transmit an alarm to the Taunton Fire Department, alert building occupants using audible and visible notification appliances, supervise each system for conditions which would impair proper system operation, annunciate such abnormal conditions, and where applicable, control related equipment as indicated on contract documents.
- B. Alarm Condition – System Connected Devices
 - 1. The system operation shall be such that the alarm operation of any alarm initiating device shall not prevent the subsequent alarm operation of any other initiating device due to wiring or power limitations.
 - 2. The system alarm operation subsequent to the alarm activation of any manual fire alarm box or any common area system-type automatic detection device (smoke detector) shall automatically perform the functions contained in this section and operate as follows:
 - a. All audible (horn) notification appliances in the building, as designated on the drawings, shall initiate a general alarm. The general alarm shall consist of the temporal code 3 National Evacuation Signal. Strobe notification appliances shall operate in synchronization in accordance with NFPA 72.
 - b. The general alarm shall immediately be transmitted to the Taunton Fire Department via the existing Local Energy master box.
 - 3. Fire Alarm Control Unit Indication
 - a. Alarm conditions shall be immediately displayed on the control unit alphanumeric display, indicating all information associated with the fire alarm condition including type of device, its location and the time and date of activation. The red "ALARM" LED shall flash on the control unit until the alarm has been acknowledged. Once acknowledged, this same LED shall latch on. A subsequent alarm received from another initiating device after acknowledgment shall flash the alarm LED on the control unit and the display shall show the new alarm information.
 - b. During an alarm condition, a pulsing alarm tone shall sound within the control unit until the alarm is acknowledged.
 - c. If the audible alarm signals are silenced for any reason, they shall automatically resound if another initiating device is actuated.
 - d. When the alarm signals are silenced by pressing the "ACKNOWLEDGE" pushbutton on the control module, the control unit LED's shall continue to flash until the alarm is reset at the control unit.

- e. The alarm sequence shall be recorded with the time and date of all occurrences in the fire alarm system History Log.
- 4. Auxiliary Functions
 - a. Where applicable, all auxiliary functions shall be connected to and operated by the control unit.
- C. Supervisory Condition
 - 1. The control unit shall have a "SYSTEM SUPERVISORY" LED and a supervisory signal "ACKNOWLEDGE" switch.
 - 2. When a supervisory condition is detected, the following functions shall immediately occur:
 - a. The "SYSTEM SUPERVISORY" LED shall flash.
 - b. A pulsing alarm tone in the control unit shall sound.
 - c. The display shall indicate all information associated with the supervisory condition, including device, its location within the protected premises, and the time and date of that activation.
 - d. If more supervisory signals are in the system, the operator shall be able to scroll the display to view new signals.
 - e. All system output programs assigned via control-by-event equations to be activated by the particular point monitored shall be executed, and the associated system outputs (Supervisory Notification Appliances and/or relays) shall be activated.
 - 3. Unacknowledged alarm messages shall have priority over supervisory messages, and if an Alarm occurs during a supervisory sequence, the Alarm condition shall have display priority.
 - 4. Activating the supervisory "ACKNOWLEDGE" switch shall silence the audible signal while maintaining the LED on, indicating the supervisory condition is still in the off-normal state.
 - 5. Restoring the supervisory contact to the normal position shall cause the supervisory service audible signal to pulse thus indicating restoration to normal position. Activating the "ACKNOWLEDGE" switch shall silence the audible signal and restore the system to normal.
- D. Trouble Condition
 - 1. When a trouble condition is detected, the following functions shall immediately occur:
 - a. An amber "SYSTEM TROUBLE" LED shall light, and the system audible signal shall steadily sound when any trouble is detected in the system. Failure of normal power opens or short circuits on the signaling line circuits or the notification appliance circuits, disarrangements in system wiring, failure of the microprocessor or any identification module, or system ground faults shall activate this trouble circuit.
 - b. A trouble signal may be acknowledged by actuating the "ACKNOWLEDGE" switch. This shall silence the control unit trouble audible signal. If additional trouble conditions occur, the trouble circuitry shall resound.
 - c. During an "alarm" condition, all "trouble" signals shall be suppressed with the exception of lighting the amber "SYSTEM TROUBLE" LED steadily.
 - d. The display shall indicate all information associated with the trouble condition, including type of trouble point, its location within the protected premises, and the time and date of that activation.

- e. All system output programs assigned via control-by-event equations to be activated by the particular point in trouble shall be executed, and the associated System Outputs (Trouble Notification Appliances and/or relays) shall be activated.
 - 2. Unacknowledged alarm messages shall have priority over trouble messages, and if such an Alarm occurs during a Trouble sequence, the Alarm condition shall have display priority.
- E. System Supervision
- 1. All wiring extending from the FACU enclosure to fire alarm system components shall be supervised for opens, shorts and grounds. Systems containing unsupervised wiring of any type shall not be acceptable.
 - 2. The occurrence of any fault shall activate the system trouble circuitry but shall not interfere with the proper operation of any circuit that does not have a fault condition.
 - 3. Incoming 120 VAC line power shall be supervised so that any power failure shall be audibly and visibly indicated at the control unit.
 - 4. Batteries shall be supervised so that a low battery condition or disconnection of the battery shall be audibly and visibly indicated at the control unit.
- F. System Reset
- 1. A "SYSTEM RESET" button shall be used to return the system to its normal state after an alarm condition has been remedied. Printed messages shall provide operator assurance of the sequential steps (i.e.: "IN PROGRESS", "RESET COMPLETED") as they occur, should all alarm conditions be cleared.
 - 2. Should an alarm condition continue to exist, the system shall remain in an abnormal state. System control relays shall not reset. The control unit "ALARM" LED shall remain on. These points shall not require acknowledgment if they were previously acknowledged.

2.3 Minimum Components

- A. The automatic fire detection and alarm system shall consist of, but not be limited to:
- 1. Addressable Fire Alarm Control Unit, containing a Central Processing Unit (CPU), power, LED indicators, control switches and relays.
 - 2. Addressable, analog photoelectric smoke detectors, with standard bases.
 - 3. Addressable, analog photoelectric smoke detectors, with sounder bases.
 - 4. Addressable manual fire alarm boxes.
 - 5. Addressable monitor modules.
 - 6. Fault Isolator Modules.
 - 7. A permanent record of the alarm signal, time, and date.
 - 8. Audible and visible notification appliances.
 - 9. Battery backup supervision.
 - 10. Automatic supervision of alarm initiating circuits, signaling line circuits and notification appliance circuits.
 - 11. Transmission of alarm signals to the Taunton Fire Department.

2.4 Fire Alarm Control Unit (FACU)

- A. The FACU shall provide power, English display status, supervision, control, and programming capability for the fire detection and alarm system.
- B. The control unit shall be located by the Owner and the Engineer, as shown on the drawings.
- C. The control unit shall store a record of alarm and trouble events in a nonvolatile history file. This file shall contain, at least, the most recent five hundred (500) events, with time and date of each event. It shall be possible to select the number of events to be viewed in the history file so that the entire file does not have to be downloaded. The history file shall remain intact in the event of a loss of AC and battery power.
- D. The control unit shall be modular in construction and receive supervised plug-in component boards to provide system functions as hereinafter specified and/or to accommodate future system expansions.
- E. The control unit shall be capable of being expanded in the future to support a minimum of five hundred (500) addressable points (inputs or outputs). The control unit shall be capable of being expanded and field reprogrammed at any time up to the predetermined maximum capacity of the system, without the requirement to return the operating system to the factory for program changes. All field programming shall be done by an authorized manufacturer's representative.
- F. The control unit shall contain a minimum of two (2) signaling line circuits. Each signaling line circuit shall support a minimum of one hundred (100) addressable input devices or addressable monitor modules and a minimum of ten (10) output devices. All addressable input and output devices shall be capable of being intermixed on the same signaling line circuit.
- G. The control unit shall accommodate all addressable input devices in alarm simultaneously and shall be capable of operating all output relays while all inputs are in alarm.
- H. A minimum of two (2) signaling line circuits shall be used, with devices equally distributed on each circuit. Each signaling line circuit shall be loaded to no more than 75% of its manufacturer specified capacity. Additional SLCs shall be furnished and installed as necessary to comply with this requirement.
- I. The control unit shall supply power and communication protocol signals to the addressable input devices over a single pair of wires per signaling line circuit from the control unit. Signaling line circuits shall be field programmable for Class A (style 7) operation.
- J. A minimum of three (3) fault isolator modules shall be used on each signaling line circuit. One fault isolator module shall be installed at the point the SLC leaves the FACU and at the point where new installed Class A (Style 6) SLCs return to the FACU. Fault isolator modules shall be placed in order to minimize loss of addressable devices. Fault isolator modules shall be placed at each floor, where the SLC spans multiple floors. No more than twenty-five (25) devices shall be installed on a SLC between fault isolators.
- K. The control unit shall contain a minimum of two (2) notification appliance circuits (NAC), to provide an evenly distributed number of notification appliances per floor and circuit. Each circuit's power load shall not exceed 75% of the individual circuit power available from the FACU and new installed circuits shall be Class A (Style Z) circuits. Additional NACs shall be furnished and installed as necessary to comply with this requirement.
- L. Power for all notification appliances shall come from integral power supplies in the control unit. Remote power supplies, if needed, shall be of the same manufacturer as the FACU. All locations containing remote control equipment (such as a power supply extender) shall be protected with a smoke detector, in accordance with NFPA 72.

- M. At a minimum, the FACU shall contain the following:
1. Display. A minimum eighty (80) character, highly readable, display. Upon input activation, the display shall provide the following indication:
 - a. A device address display.
 - b. A field programmed English label indicating the location of the device.
 - c. An English description of the type of device activated, such as smoke detector, manual fire alarm box, water flow switch, etc.
 - d. The status of the input: alarm, supervisory or trouble.
 2. Annunciation. Annunciation shall be an integral part of the control system and shall indicate alarm, supervisory and trouble conditions and the corresponding address. The following initiating devices shall be annunciated individually:
 - a. Smoke detectors;
 - b. Manual fire alarm boxes;
 - c. Monitor modules; and
 - d. Other approved types of automatic fire detection devices or suppression systems.
 3. Battery voltage and ammeter readouts shall be available from the LCD display.
 4. Once acknowledged, individual alarms shall be viewed by operating a "next-alarm" switch.
 5. Communication Ports. Two supervised RS-232-C communication ports shall be provided to support a printer or MODEM. Each RS-232-C port output shall be programmable for printer or display output and shall be programmable to provide access to the control unit's EEPROM operating system to perform the following functions:
 - a. Listing and indicating status of all field devices.
 - b. Capability of performing alarm tests on any or all addressable smoke detectors and contact input devices.
 - c. Monitoring of the system from remote locations via printer, terminal, or computer.
 6. The control unit shall be provided with a "silent" walk-test feature. This feature shall allow for testing of the fire alarm system without activating the notification appliances.
 7. Clock. A 24-hour clock shall be provided to continually provide the time of day and day of the week information. During normal standby conditions, the control unit shall display the current time and date.
 8. Any operation of an alarm silence, supervisory silence, trouble silence, acknowledge, lamp test, relay switches, or system reset switch shall cause a display indication of operation with time and date. These operations shall also be recorded in the system's history file.
- N. The functional operation of the control unit shall be established by programmable software.
1. The operating program shall be contained in nonvolatile EEPROM memory and shall be configurable in any of the following ways:
 - a. At the factory;
 - b. At the job site via modem; or
 - c. At the job site via standard terminal or standard laptop computer.

- O. Access and control of the operating program shall be restricted to proper personnel designated by the Owner.
 - 1. The control unit shall have a minimum of three (3) security levels, and they shall be designated: "FACILITY ELECTRICIAN", "ALARM SYSTEM SERVICE TECHNICIAN", and "MANUFACTURER." Each level shall have individual passwords. Illegal access attempts shall be rejected by the system and shall be displayed and recorded in the history file with time and date.
 - 2. The "FACILITY ELECTRICIAN" security level shall be the lowest security level and shall only allow access to the system status levels and lists and shall not impair system operation.
 - 3. The "MANUFACTURER" and "ALARM SYSTEM SERVICE TECHNICIAN" security levels shall allow access to the operating system.
 - 4. Accessing a programming function that disables normal system operation shall initiate a trouble sequence.
- P. Failure of the CPU(s) in the control unit module or a channel shall light the CPU Error LED and sound the control unit trouble audible signal. Alarms received while the control unit is in this state shall bypass the software and sound the general alarm signals and light the alarm LED.
- Q. The channel modules shall be field programmable to report wire-to-wire short conditions as either an alarm or trouble condition.
- R. The control unit shall be capable of locating input circuit openings by the associated address and initiate the proper display and trouble sequence.
- S. The system response to alarms shall be two and one-half (2.5) seconds maximum for the first alarm.
- T. The control unit shall contain an integral standby battery to provide continuous power in the event of AC power failure.
 - 1. The batteries shall be capable of providing sixty (24) hours of backup power for the system and enough remaining power to operate all notification appliances for five (5) minutes at the end of the sixty (24) hour period.
 - 2. The calculations for battery standby shall include a "safety factor" (reserve power estimate) of a minimum 20 %.
 - 3. Transfer from AC to battery power shall be instantaneous when AC voltage drops below 85%-line input. Transfer to battery standby shall be indicated by display and recorded in the history file with time and date. The indication shall be "AC OFF".
 - 4. Loss of building power for the system shall automatically and immediately cause transfer of the system to battery power and cause all audible trouble signals to sound. Upon return of building power, the system shall automatically retransfer thereto, and the batteries shall automatically recharge.
 - 5. During battery operation, the control unit shall process all inputs. However, the display shall provide five (5) seconds of indication for each new input condition, then turn off to conserve battery power.
 - 6. The control unit shall have a dual rate battery charger that shall maintain the batteries in a fully charged condition and shall provide recharge of the batteries to full capacity in forty-eight (48) hours.
- U. The control unit shall provide a nonprogrammable DPDT common alarm relay and common trouble relay both with contacts rated 2 AMP at 24 VDC.

- V. Output Function Modules. The control unit shall utilize output function modules to control output functions. The modules shall plug into the control unit motherboard. The functions and presence of each module shall be supervised, and "FACILITY ELECTRICIAN" password shall enable the user to request a list that locates the module by panel and slot within system. All modules shall be individually programmable by circuit as hereinafter specified.
 - 1. Addressable control relays shall be provided for each of the auxiliary functions; field verify quantities and locations.

2.5 Remote Annunciator

- A. Furnish and install a UL listed remote annunciator that is listed for the FACU installed at the location shown on the documents.
- B. The remote annunciator shall have a minimum 80-character Liquid Crystal Display (LCD).
- C. The remote annunciator shall provide control switches for "System Acknowledge", "Signal Silence" and "System Reset" with the use of a key.
- D. System status LED's shall be provided for "Power", "Alarm", "Trouble", "Supervisory", and "Alarm Silence".
- E. Display shall include device type, individual point alarm, trouble or supervisory, custom alpha numeric labels, time and dated.
- F. Local piezo sounder with alarm and trouble resound shall be provided.

2.6 Wiring

- A. Wiring for the initiating devices, notification appliances and remote 80-character LCD display shall be solid copper and shall comply with the appropriate sections of the *National Electrical Code*. All system wiring size shall be as determined suitable by the manufacturer and in compliance with the *National Electrical Code*, yet they shall not be any smaller than as specified herein.
- B. Conductors shall be minimum #16-gauge solid copper, type thhn, thwn or tfn. All wiring shall be run continuously from device to device. Wiring size shall be increased as required to limit voltage drop to manufacturer's recommended operating voltage.
- C. Shielded wire shall be used as directed by the FACU manufacturer.
- D. All wiring shall be installed in metal raceway. Raceways shall include rigid steel threaded conduit, electrical metal conduit (EMT) and surface metal raceway (e.g., wiremold).

2.7 System Field Devices - General

- A. Addressable devices shall operate under the following ranges of environmental conditions:
 - 1. Ambient Temperature: 32-100 degrees Fahrenheit.
 - 2. Relative humidity: 10-93 percent, non-condensing.
 - 3. Air velocity: 300 feet per minute.
- B. Each addressable device shall include a means to assign a unique address code to the device in the field. This address code shall serve as the means by which the system program recognizes the device.

- C. Failure of any single device shall not hinder the operation of any other devices connected to the signaling line circuit.
- D. Failure of the control unit to properly communicate with any addressable device shall initiate the proper trouble sequence. While in this trouble condition, the control unit shall cause actual alarm input from devices to override the trouble alarm.

2.8 Automatic Detectors – General

- A. All automatic system-connected smoke detectors shall be of the addressable, analog photoelectric type and shall be interchangeably mounted into a common twist-lock base.
- B. The control unit shall recognize changes of detector type in each location and provide proper indication that reprogramming for the affected address is required.

2.9 Addressable Photoelectric Smoke Detectors

- A. Addressable analog photoelectric smoke detectors with standard detector bases shall be installed in all common corridors, in stairwells at each floor level, and in the vicinity of all fire alarm system control equipment, in accordance with this specification and as shown on the drawings. Unless otherwise shown on the drawings, these common area detectors shall be spaced at thirty (30) foot centers and spaced in accordance with NFPA 72 and the manufacturer's installation instructions. Smoke detectors shall only be installed in those environments suitable for proper smoke detector operation.
- B. UL 268, photoelectric smoke detector with general alarm setting in all common spaces of 3.0% - 4.0% per foot obscuration.
- C. The detectors shall provide a combination alarm/power LED. The LED shall flash under normal conditions, indicating that the detector is operational and in regular communication with the control unit. The LED shall be placed into steady illumination under an alarm condition. An output connection shall also be provided in the base to connect an external remote alarm LED. The mounting location of every device shall be approved by the Owner.

2.10 Addressable Heat Detectors

- A. Heat detectors shall be of the addressable restorable combination rate-of-rise and fixed temperature spot type.
- B. Detectors shall have a minimum smooth ceiling rating of 2,500 square feet (230 square meters).
- C. Ordinary temperature 135 degrees F (57 degrees C) rate-of-rise/190 degrees fixed heat detectors shall be utilized in all spaces shown on the drawings.

2.11 Detector Bases

- A. Automatic detectors shall utilize a common, plug-in, twist-lock, tamper-resistant type base that accommodates photoelectric and thermal detectors. Detectors shall be interchangeable to simplify field conversion.
- B. Provide bases constructed of white, high impact polycarbonate designed for mounting on a standard 3-1/2 inch or 4-inch octagonal or 4-inch square outlet box.
- C. Removal of the detector from the base shall cause a trouble indication at the FACU. Removal of the detector shall not disrupt the alarm circuit wiring or prevent the receipt of alarms from other devices operating in the circuit.
- D. Insertion of an incorrect detector type into the base shall cause a "Wrong Device" trouble condition at the FACU until the proper type of detector is installed, or the system is re-programmed. The system program shall recognize

the insertion of a wrong device and shall automatically default to the setpoint values corresponding to the inserted device and shall monitor alarm and trouble conditions according to the default parameters.

2.12 Addressable Manual Fire Alarm Boxes

- A. Manual fire alarm boxes shall be UL 38 non-coded, double-action type, surface or semi-flush mounted, with integral contact monitor module to provide addressable operation.
- B. Faceplates shall be red with raised white identification lettering.
- C. Stations shall mechanically latch after operation, with a key operated reset feature, keyed the same as FACU.
- D. All double-action manual fire alarm boxes installed within the building shall be provided with STI Stopper II polycarbonate covers with integrated audible warning device.

2.13 Addressable Monitor Modules

- A. Each addressable monitor module shall be able to support any number of normally open (N/O) devices. Wiring to the device(s) being monitored shall be Class A supervised (Style D). Module status (normal, alarm, supervisory, trouble) shall be transmitted to the FACU.
- B. Addressable monitor modules shall include a mounting plate for installation in a junction box or shall be mounted in a locked cabinet or approved box, as shown on the manufacturers recommended specifications.
- C. The addressable monitor modules shall provide address-setting means.
- D. An LED shall be provided which shall flash under normal conditions, indicating that the monitor module is operational and in regular communication with the control unit.

2.14 Fault Isolator Modules

- A. Fault isolator modules shall provide short circuit isolation for signaling line circuit wiring. Fault isolator modules shall be listed to UL 864, *Standard for Control Units for Fire-Protective Signaling Systems*.
- B. The isolator module shall mount directly to a minimum 2 1/8-inch-deep, standard 4-inch square electrical box, without the use of special adapters or trim rings.
- C. Power and communications shall be supplied by the signaling line circuit.
- D. Fault isolator modules shall report faults to the satellite and master FACU.
- E. After the wiring fault is repaired, the fault isolator modules shall test the lines and automatically restore the connection.

2.15 120 VAC Smoke Alarms

- A. Provide local 120 VAC smoke alarms with battery backup and integral 177 candela strobe for “accessible” student sleeping rooms and RHC apartments, as shown on the drawings. All local 120 VAC smoke alarms with battery backup and integral 177 candela strobe within an apartment or within a sleeping room/suite shall be interconnected.

2.16 Audible and Visible Notification Appliances

A. General

1. All notification appliances shall be rated at 24 VDC and shall be powered by supervised notification appliance circuits originating from the FACU or remote power extenders listed for this purpose.
2. The notification appliances shall be installed in accordance with the required audibility levels and the required illumination levels as described in NFPA 72.
3. All notification appliances shall be installed in environmental conditions in accordance with their listing and manufacturer's specifications and installation instructions. Where required, notification appliances that are to be installed in outdoor areas or in areas with harsh environmental conditions shall be tested and listed for outdoor use or for weatherproof applications.

B. Audible (horn) notification appliances

1. Fire alarm horns shall be listed in accordance with UL 464, *Standard for Audible Signaling Appliances*.
2. The horn, whether integral with a combination horn/strobe unit or a separate appliance, shall have a minimum output designation from UL of 90 peak dBA at 10 feet, 15 dBA above the average ambient sound level, or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is louder.

C. Visible (strobe) notification appliances

1. All strobes shall conform to the requirements of NFPA 72 and shall be listed to UL 1971, *Standard for Signaling Devices for the Hearing Impaired*.
2. All visible notification appliance circuits shall be synchronized and have a rated light output as indicated on design drawings.

3.0 EXECUTION

3.1 Examination

- A. Coordinate examinations with the Owner.
- B. Examine and verify actual location of equipment, initiating devices, notification appliances, monitor modules, output modules, fault isolation modules, remote power supplies and other components.
- C. Examine and verify actual locations of vertical and horizontal raceway including existing raceway that may be reused.
- D. Examine walls and partitions for suitable thickness, fire- and smoke-rated construction, framing and other conditions where equipment is to be installed prior to preparing pre-installation submittal.
- E. Promptly report conflicts with proposed solutions.

3.2 Preparation

- A. Prepare and submit a minimum of six (6) complete "Pre-Installation Documentation" submittal packages to the Engineer for review prior to submitting same to local officials (as required) for approval and permit. Resubmit portions or entirety of submittal to address Engineer comments prior to submitting package to local officials (as required) for approval and permit. See Part 1 "Submittals" for submittal content.
- B. Obtain Owner approval to deliver materials and begin installation once "Pre-Installation Documentation" review process is complete and necessary local approvals and permits have been secured.

3.3 General Equipment Installation

- A. Installation, workmanship, fabrication, assembly, erection, examination, inspection and testing shall be in accordance with NFPA 72.

3.4 Module and Remote Power Supply Installation

- A. Install remote power supplies as indicated on Pre-Installation Documentation submittal. Obtain Engineer approval for locations not previously identified (and approved) in submittal.
- B. Install addressable isolator modules as indicated on Pre-Installation Documentation submittal. Obtain Engineer approval for locations not previously identified (and approved) in submittal.
- C. Install addressable monitor modules as indicated on Pre-Installation Documentation submittal to supervise and monitor the status of each non-addressable device, such as carbon monoxide detectors. Obtain Engineer approval for locations not previously identified (and approved) in submittal.

3.5 Initiating Device Installation

- A. In general, automatic detectors shall be mounted on the structural ceiling or finished ceiling and not on the bottom or side of any type of construction or structure which extends down from the ceiling. Automatic detectors shall be installed as indicated on the plans and in conformance with all codes and Regulations and these specifications. The detectors shall be installed within five (5) feet of the location shown on the drawings to accommodate construction.

- B. Automatic detectors shall be located near points where air currents normally intersect. Detectors shall not be located in the direct path of the draft from an HVAC air supply grille, a door, window, or hallway. Detectors shall be installed a minimum of three (3) feet from an HVAC air supply diffuser or return.
- C. Addressable analog photoelectric smoke detectors shall be installed in all common corridors, stairwells at each floor level and other common spaces in accordance with this specification, as shown on the drawings. Unless otherwise shown on the drawings, these common area detectors shall be spaced at thirty (30) foot centers, and in accordance with NFPA 72 and the manufacturer's installation instructions. Smoke detectors shall only be installed in those environments suitable for proper smoke detector operation.
- D. Manual fire alarm boxes shall be installed at every exit and in common areas in accordance with NFPA 72, as shown on the drawings.
- E. Manual fire alarm boxes shall be mounted between a minimum height of forty-two (42) inches and a maximum height of forty-eight (48) inches measured to the activating handle, above the finished floor, in accordance with the NFPA 72.

3.6 Notification Appliance Installation

- A. All notification appliances shall be wall-mounted such that the entire strobe lens is not less than eighty (80) inches and not greater than ninety-six (96) inches above the finished floor, or six (6) inches below the finished ceiling, whichever is lower.
- B. Strobes shall be synchronized in accordance with NFPA 72.
- C. All audible notification appliances shall sound the three-pulse temporal fire alarm evacuation signal.

3.7 Wiring Installation

- A. The wiring and raceway system for the fire alarm system shall be in accordance with NFPA 70, *National Electrical Code*. Device, raceway and appliance boxes shall be new and low-profile.
- B. Furnish metal raceway, wiring, outlet boxes, junction boxes, cabinets, labels and similar devices necessary for the complete installation of the fire alarm system. Wiring shall be of the type as specified herein and recommended by the manufacturer and shall be installed in metal raceway throughout.
- C. Fire alarm system wiring within the building shall be installed in metal raceway with steel couplings and box connectors. Cast "LB" or "T" type connectors shall be permitted. An equipment-bonding conductor shall be provided in all flexible metallic raceways.
- D. Terminal cabinets with hinged, lockable red covers, by Space Age Electronics, Marlboro, MA, or approved equal shall be provided at all junction points. All conductor splices shall be made on screw-type terminal blocks – wire nuts, butt, crimp or screw type connectors shall not be used. All terminals within a terminal cabinet shall be properly and permanently labeled. All junction box covers shall be painted red.
- E. Raceways containing conductors identified as "Fire Alarm System" conductors shall not contain other conductors, and no AC carrying conductors shall be allowed in the same raceway with the DC fire alarm detection and signaling conductors.
- F. Notification appliance circuits and control equipment shall be arranged and installed so that loss of anyone (1) notification appliance circuit shall not cause the loss of any other notification appliance circuit in the system.

- G. Exposed raceways shall be run parallel and perpendicular to the walls and ceilings. Wherever practical, exposed raceways shall be run on the ceiling as close as possible to a wall or as high as possible on a wall. Where exposed raceways shall cross under a structural beam or rib, they shall be run down on one side of the beam or rib, across its bottom, and up to the ceiling on the other side of the beam or rib. No spanning from beam to beam or rib to rib shall be permitted. The use of a raceway body on one side of a beam or rib shall be permitted provided it shall be readily accessible.
- H. Fault isolator modules shall be furnished as required and shall be mounted as directed by the manufacturer. The field location of the fault circuit isolators shall be labeled so that the devices may be easily located, and that location shall be noted on the point-to-point and as-built drawings.
- I. The power employed to operate the fire alarm system shall have a high degree of reliability and capacity for the intended service. Connections to this power service shall be made on a dedicated branch circuit(s). The circuit shall be mechanically protected.
- J. The electrical supply to the FACU shall be equipped with a dedicated fused disconnect with a handle that can be locked in the “**power on**” position. This disconnect is to be provided at the connection to the normal power supply serving the FACU. Circuit disconnecting means shall have a red marking, shall be accessible to authorized personnel, and shall be identified as “FIRE ALARM CIRCUIT CONTROL.” The location of the circuit disconnecting means shall be permanently identified on a nameplate installed on the inside of the FACU.
- K. All wiring within the control unit shall be neatly served in the panel gutters and be secured by means of Thomas & Betts "Ty-Raps" or by other approved means.
- L. Where penetrations of floor slabs, fire-resistance rated walls and/or smoke barrier walls are made, the wiring shall be sleeved in metal raceway and the penetrations shall be fire-stopped with UL Listed through-penetration firestop assembly.

3.8 Identification

- A. Provide Brady, or approved equal, adhesive markers indicating the device address with minimum 12-point font lettering in the following locations:
 - 1. Outside of addressable smoke detector bases.
 - 2. Outside of addressable manual fire alarm boxes.
 - 3. Outside of addressable monitor modules.
 - 4. Outside of addressable relay output modules.
 - 5. Outside of addressable fault isolator modules.
- B. Locate graphic map adjacent to FACU location.
- C. See Part 3.7 “Wiring Installation” for identification of conductors.

3.9 Field Quality Control

- A. Work shall be performed in accordance with the best and the most modern practices of the trade. The entire system shall be installed in a neat and workmanlike manner, in accordance with the standard instructions and recommendations of the manufacturer and in accordance with the approved manufacturer's wiring diagrams unless otherwise specifically permitted by the Owner and the Engineer.

- B. The system shall be installed under the supervision of a qualified, trained, NICET (minimum Level III) Certified manufacturer's representative. The technical representative is expected to be on site with the Contractor during the installation of wiring and during the entire time of final connections and testing of the fire alarm system. The system shall be demonstrated to perform all of the functions as specified.
- C. The supervisory work of the qualified manufacturer's technical representative shall include, but not necessarily be limited to, checking all the system wiring connections; advising the Contractor regarding technical details of the installation; and the adjustment and testing of all components of the system in order to ensure a complete and satisfactorily operable system. The manufacturer's technical representative shall be on site, as required by the Owner and the Engineer, during the entire installation and connection of the new control equipment. The technical representative shall monitor all wiring changes and assist the Contractor to ensure a smooth transition to the new control equipment. The cost of the technical representative shall be paid by the Contractor and shall be included in the bid price. The minimum number of man-hours for this technical representative to be carried is forty (40) hours. The Contractor shall identify the amount of manufacturer's technical representative's man-hours that shall be provided and the per-hour cost (including the cost for possible overtime [premium] hours) for the technical representative's time.
- D. Perform tests on the wiring to ensure all wiring is free from grounds and short circuit faults. Document and endorse results, and forward to the supplier, the Owner and the Engineer. No connections to the FACU shall be made until the system wiring has been accepted by the equipment supplier.
- E. Perform inspections and tests required by NFPA 72-2019, "Inspection Testing and Maintenance" for control equipment, batteries, conductors, remote transmission, remote annunciators, initiating devices, notification appliances and auxiliary functions.
 - 1. Replace system components that do not pass test procedures and retest to demonstrate compliance. Repeat procedure until satisfactory results are obtained. Replace detectors that are outside their marked sensitivity range.
 - 2. Use the NFPA 72-2019 "Record of Completion" to document the inspection and test results.

3.10 Cleaning and Protection

- A. Do not install smoke detectors prior to substantial completion of other portions of the Work.
- B. Remove paint splatters and other spots, dirt, and debris. Touch up scratches and marred finish to match original finish. Clean unit(s) internally using methods and materials recommended by manufacturer.

3.11 Equipment Removal

- A. Completely remove any unused existing fire detection, alarm system control equipment, wiring and components and equipment that are not specified as being part of the new system. The equipment removed shall be boxed, labeled and delivered to the Owner. All unused, fire alarm system wire and cable shall be removed and disposed of properly off-site.
- B. Perform all removal work efforts in accordance with the best and most modern practices. Removal of existing equipment shall include all cutting, patching and painting of existing walls, hard ceilings and/or replacement of suspended ceiling tiles.

3.12 Engineer Pre-Acceptance

- A. Prepare and submit one (1) complete “Pre-Acceptance Documentation” submittal package to the Engineer a minimum of five (5) business days prior to proposed pre-acceptance test date. See Part 1 “Submittals” for submittal content. Resubmit portions or entirety of submittal to address Engineer comments prior to scheduling test date.
- B. Schedule Pre-Acceptance Test with Owner, Engineer and related trades once submittal package was been reviewed to the satisfaction of the Engineer. Tests shall not be scheduled or conducted prior to satisfactory review of “Pre-Acceptance Documentation” submittal package.
- C. Demonstrate system functional performance. Document testing results in the format specified by NFPA 72; at a minimum, perform the following:
 - 1. Functionally operate, in accordance with NFPA 72, each building fire alarm initiating device to ensure proper operation, correct annunciation at each remote annunciator (as shown on the drawings) and at the control unit and proper operation of all alarms and auxiliary functions. “Magnet” testing of smoke detectors will not be accepted as a functional test.
 - 2. The signaling line circuits and the notification appliance circuits shall be opened in at least two (2) locations per floor to check for the presence of correct supervisory circuitry.
 - 3. One-half of all tests shall be performed on battery standby power.
- D. Reschedule testing where unsatisfactory results cannot be resolved such that testing can be completed during business hours on the scheduled day.
- E. Upon satisfactory completion of the Pre-Acceptance Test, leave the system operating for a minimum of one week prior to the Final Acceptance Test.

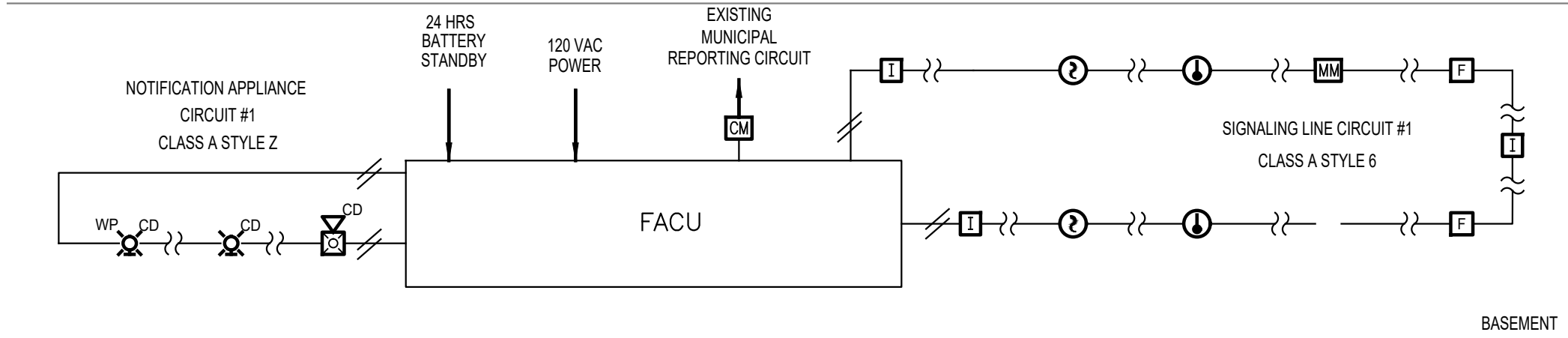
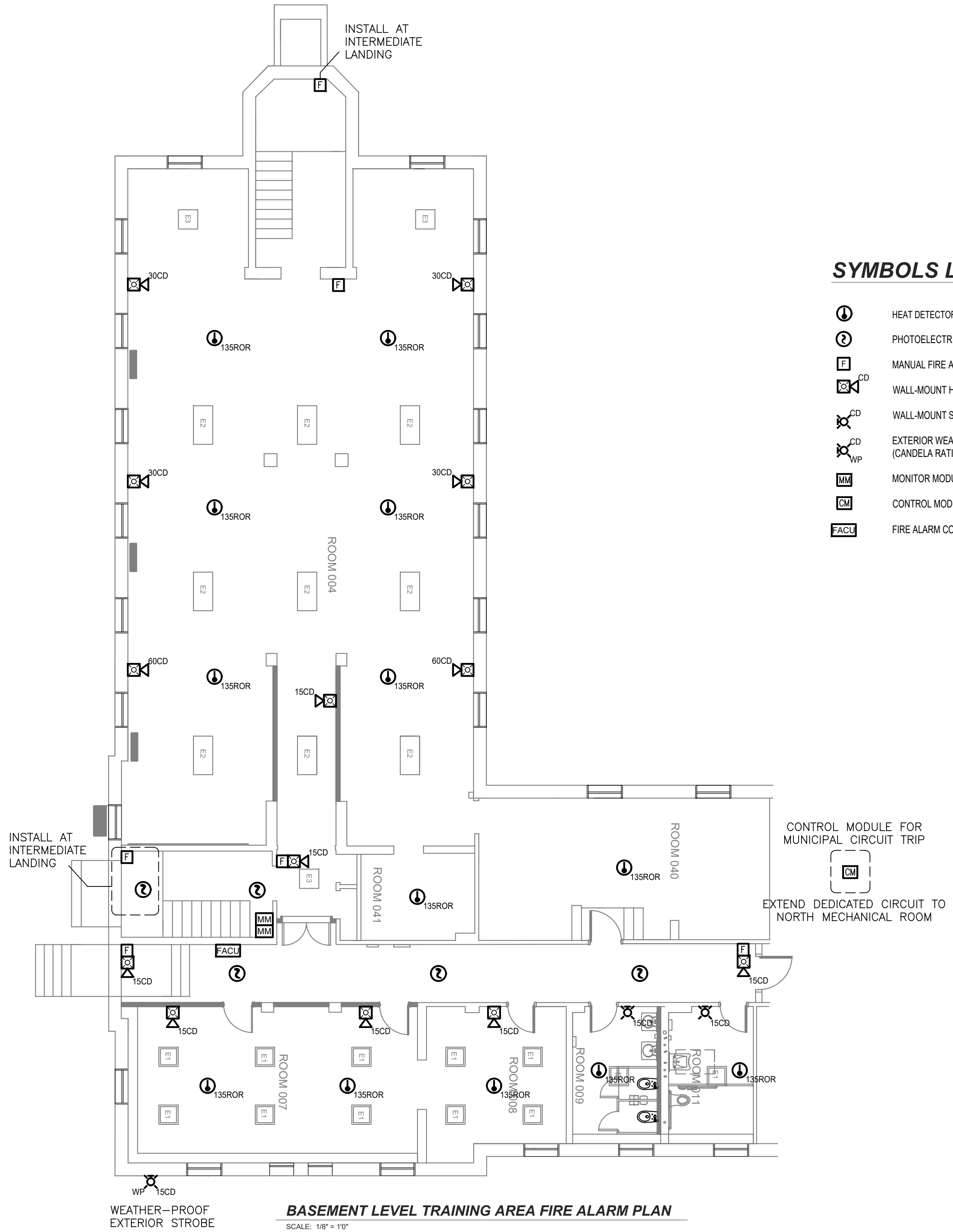
3.13 Authority Having Jurisdiction Final Acceptance

- A. Prepare and submit a minimum of one (1) complete electronic “Final Acceptance Documentation” submittal packages to the Engineer for review prior to submitting same to local officials for final system approval. Resubmit portions or entirety of submittal to address Engineer comments prior to submitting package to local officials. See Part 1 “Submittals” for submittal content.
- B. Submit reviewed “Final Acceptance Documentation” submittal package to authority and coordinate scheduling (minimum ten (10) business days’ notice). If acceptable to the authority, the reviewed “Approval Documentation” submittal may be submitted to the authority at the time of the final acceptance tests.
- C. Demonstrate system components to authority having jurisdiction as necessary.
- D. A 24-hour battery test shall be performed if requested by the Authority Having Jurisdiction.
- E. Reschedule testing where unsatisfactory results cannot be resolved such that testing can be completed to the satisfaction of the authorities. See Owner “General Agreement” for possible additional costs and penalties.
- F. Upon satisfactory completion of the tests, leave the fire alarm system in proper working order.

3.14 Project Closeout Procedures

- A. Prepare and submit a minimum of six (6) electronic closeout documentation packages to the Engineer for review prior to scheduling Owner demonstration and training. Resubmit portions or entirety of submittal to address Engineer comments prior to scheduling demonstration and training. See Part 1 “Submittals” for submittal content.
- B. Schedule Owner demonstration and training with the Owner. Provide at least five (5) working days notice.
- C. Demonstrate equipment, specialties, and accessories with the Owner. Review operating and maintenance information with the Owner.
 - 1. Fire Alarm Response Teams – Site Security Personnel: Prior to final acceptance of the fire alarm system, provide operation training to each shift of the Owner's designated Fire Alarm Response Teams. Each training session shall be a minimum of one (1) hour and shall be conducted on shift or at a time acceptable to the Owner. Each session shall include an overview of the system and the devices connected to it, emergency procedures (including alarm, trouble and supervisory condition procedures), control panel operation, and safety requirements. Each session shall include a complete demonstration of the system.
 - 2. The manufacturer's technical representative shall also be required to instruct designated building and management personnel in the general operation of the system and to give the designated personnel an overview of the system functions when the system is in normal, supervisory mode, alarm mode, and trouble mode, as specified in this specification.

END OF SECTION



CONCEPTUAL RISER DIAGRAM
SCALE: NOT TO SCALE

SYMBOLS LEGEND

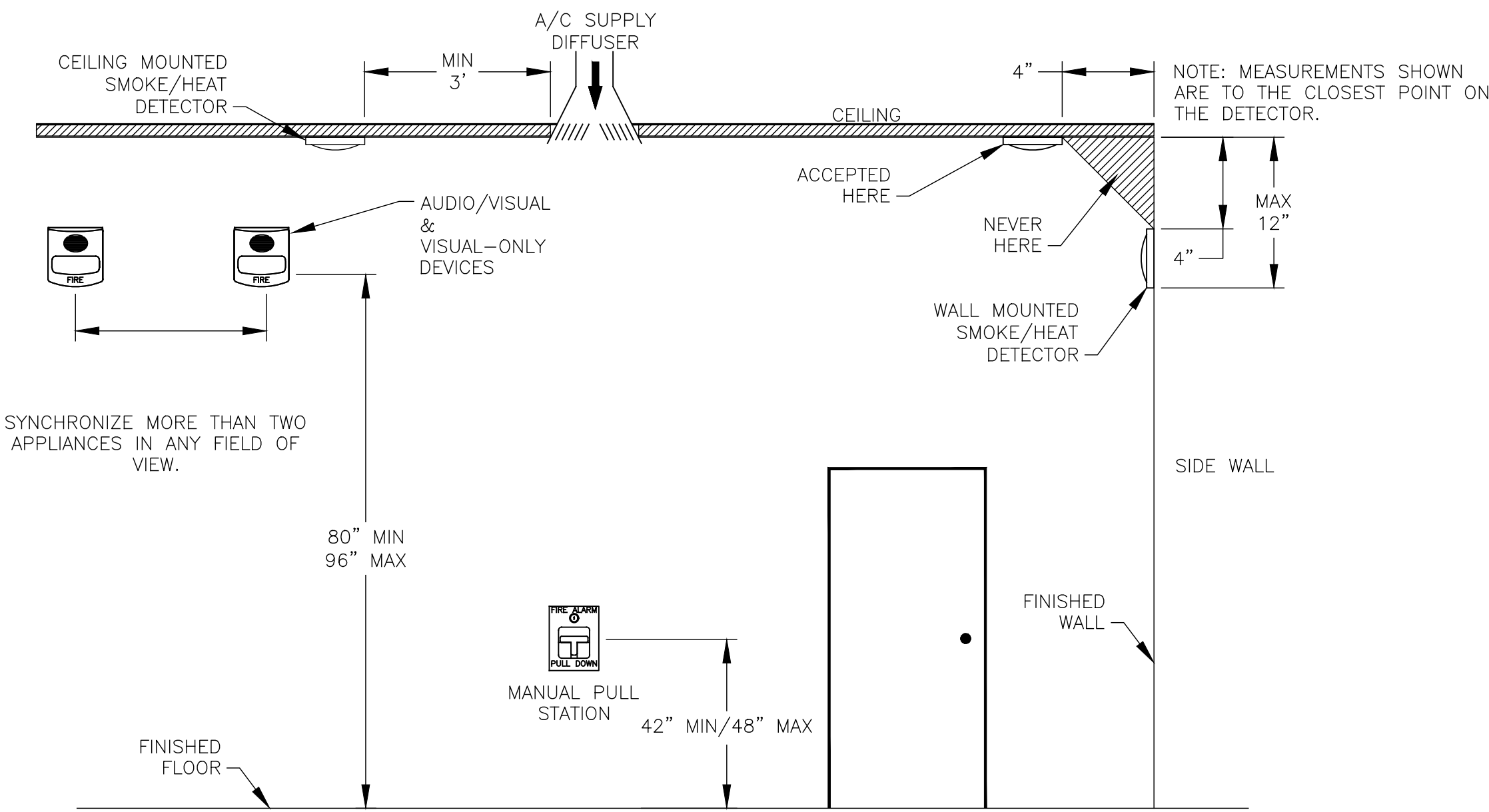
- 1 HEAT DETECTOR
- 2 PHOTOELECTRIC SMOKE DETECTOR
- F MANUAL FIRE ALARM BOX (DOUBLE-ACTION)
- 30CD WALL-MOUNT HORN/STROBE NOTIFICATION APPLIANCES (CANDELA RATING AS NOTED)
- 135ROR WALL-MOUNT STROBE NOTIFICATION APPLIANCE (CANDELA RATING AS NOTED)
- WP 15CD EXTERIOR WEATHER-PROOF WALL-MOUNT STROBE NOTIFICATION APPLIANCE (CANDELA RATING AS NOTED)
- MM MONITOR MODULE
- CM CONTROL MODULE
- FACU FIRE ALARM CONTROL UNIT

INSTALLATION NOTES

- ALL WIRE SHALL BE INSTALLED IN MINIMUM 1/2-INCH EMT. MC CABLE IS NOT PERMITTED.
- MANUAL FIRE ALARM BOXES SHALL BE LOCATED WITHIN FIVE FEET OF THE ENTRANCE TO THE EXIT ON EACH FLOOR AND SHALL BE INSTALLED SUCH THAT THE OPERATING MECHANISM (HANDLE) IS 48 INCHES ABOVE THE FLOOR.
- WALL-MOUNTED COMBINATION AUDIBLE / VISIBLE NOTIFICATION APPLIANCES AND STAND-ALONE VISIBLE NOTIFICATION APPLIANCES SHALL BE INSTALLED SUCH THAT THE ENTIRE LENS IS LOCATED BETWEEN 80 AND 96 INCHES ABOVE THE FINISHED FLOOR.
- THE CONTRACTOR SHALL FURNISH AND INSTALL REMOTE NOTIFICATION APPLIANCE CIRCUIT POWER SUPPLIES AS NECESSARY. A SMOKE DETECTOR SHALL BE INSTALLED IN THE VICINITY OF EACH REMOTE POWER SUPPLY AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 120VAC POWER TO EACH PANEL.

GENERAL NOTES

- FIRE ALARM SYSTEM SHALL BE ADDRESSABLE TYPE. A NEW FIRE ALARM CONTROL UNIT (FACU) SHALL BE INSTALLED AND LOCATED AS SHOWN ON THE DRAWINGS.
- EXISTING LOCAL ENERGY TELEGRAPH MASTERBOX SHALL REMAIN IN ITS CURRENT LOCATION AND SHALL BE INTERFACED WITH THE NEW FACU AS OUTLINED IN THE SPECIFICATIONS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL QUANTITIES, LOCATIONS, TYPES, COVERAGES, AND SETTINGS OF FIRE ALARM DEVICES TO COMPLY WITH NFPA 72 AND LOCAL CODES AND STANDARDS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL REMOTE NOTIFICATION APPLIANCE CIRCUIT POWER SUPPLIES AS REQUIRED. PROVIDE ASSOCIATED 120-VOLT POWER FEEDS FROM LOCAL ELECTRICAL BRANCH CIRCUIT PANELBOARD (STANDBY POWER IF AVAILABLE) TO EACH NAC EXTENDER PANEL PROVIDED.
- WIRE SIZES, TYPES AND QUANTITIES SHALL BE IN ACCORDANCE WITH VOLTAGE DROP CALCULATIONS (DEPENDENT ON SELECTED DEVICE RATINGS AND SETTINGS) AND MANUFACTURER'S RECOMMENDATIONS. MINIMUM SLC (SIGNAL LOOP CIRCUIT) WIRING SHALL BE #18 TWISTED SHIELDED PAIR; MINIMUM NOTIFICATION APPLIANCES CIRCUIT (NAC) SHALL BE 2#14AWG; 24VDC CIRCUIT SHALL BE 2#14AWG. MINIMUM RACEWAY SIZE SHALL BE 1/2".
- ALL CIRCUITS SHALL BE INSTALLED IN A PROFESSIONAL, NEAT AND WORKMAN-LIKE MANNER. ALL CIRCUITS SHALL TEST FREE FROM GROUNDS AND SHORT CIRCUIT FAULTS.
- ALL SPOT-TYPE SMOKE DETECTORS SHALL BE OF THE LOW-PROFILE TYPE.
- ALL FIRE ALARM SYSTEM WIRING SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE®, AND THE NATIONAL FIRE ALARM CODE®.
- THE CONTRACTOR SHALL DETERMINE EXACT CONDUIT AND WIRING REQUIREMENTS AND ROUTING IN THE FIELD AND INDICATE ON SHOP DRAWING SUBMITTALS.
- THE CONTRACTOR SHALL SUBMIT VENDOR APPROVED LAYOUT DRAWINGS OF FIRE ALARM COMPONENTS AS PART OF SHOP DRAWING SUBMITTAL PACKAGE.
- THE CONTRACTOR SHALL FURNISH FIRE ALARM SYSTEM PRODUCT DATA FOR APPROVAL PRIOR TO INSTALLATION. PRODUCT DATA SHALL INCLUDE ALL FIRE ALARM SYSTEM COMPONENTS PROPOSED TO BE INSTALLED, CONDUIT, WIRING, AND HANGERS.
- FIRE ALARM DEVICES SHALL BE ADA COMPLIANT AND SHALL BE INSTALLED IN ACCORDANCE WITH ADA REQUIREMENTS.
- THE CONTRACTOR SHALL FURNISH AND INSTALL LOCKABLE CIRCUIT BREAKER FOR 120-VOLT POWER CIRCUITS SERVING FIRE ALARM SYSTEM COMPONENTS. CLEARLY IDENTIFY EACH CIRCUIT BREAKER SERVING FIRE ALARM SYSTEM COMPONENTS AS SUCH.
- THE CONTRACTOR SHALL FURNISH AND INSTALL LABELS AT EACH FIRE ALARM DEVICE INDICATING DEVICE NUMBER AND ADDRESS.
- FIRE ALARM WIRING SHALL BE INSTALLED IN SURFACE MOUNTED RACEWAY.
- FIRE ALARM DEVICES LOCATED OUTSIDE SHALL BE WEATHERPROOF.
- THE CONTRACTOR SHALL FURNISH AND INSTALL FAULT ISOLATION MODULES TO PROTECT FIRE ALARM SIGNALING LINE CIRCUITS. AT A MINIMUM, PROVIDE ONE ISOLATION MODULE PER 25 ADDRESSABLE DEVICES AND AT ANY FLOOR PENETRATION.



FIRE ALARM DEVICE MOUNTING HEIGHT DETAILS
SCALE: NOT TO SCALE

Firm Name and Address

efi global
EFI Global, INC
21 Father Devalles Blvd. • Fall River, MA 02723
P: (732) 629-7930 • www.efiglobal.com

Project Name and Address

DMH TRAINING AREAS
GIFFORD BUILDING
TAUNTON STATE HOSPITAL
TAUNTON, MA 02780

Project	DMH2021-078C	Sheet	FA1
Date	11/8/2021		
Scale	As Noted		