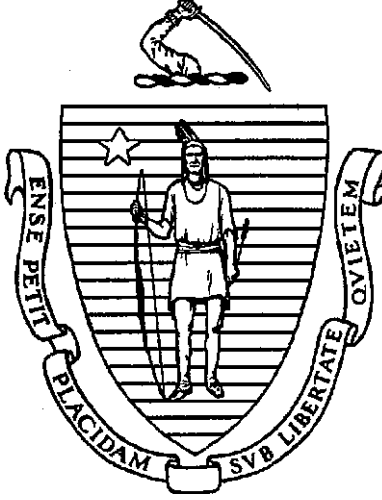




BID PACKAGE COVER PAGE

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

BID DOCUMENTS FOR:

**2025-046 Handicap Accessible Stair Lift Replacement
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581**

Out to Bid: September 25, 2024



BID PACKAGE

TABLE OF CONTENTS

**DMH PROJECT# 2025-046
HANDICAP ACCESSIBLE STAIR LIFT REPLACEMENT
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MASSACHUSETTS 01581**

**NOTICE TO CONTRACTORS
WALK-THRU NOTICE**

**PART 1 – INSTRUCTIONS TO BIDDERS
PREVAILING WAGES
GENERAL BID FORM**

PART 2 – FORMS FOR CONTRACT EXECUTION

PART 3 – GENERAL CONDITIONS

PART 4 – SPECS AND DRAWINGS

**NOTICE TO CONTRACTORS
CLASSIFIED LEGAL ADVERTISEMENT**

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

General Bids Submission Deadline: **12:00 P.M. Friday, October 18, 2024**

The Category of Work is: **ELEVATORS**

Project Name: **2025-046 Handicap Accessible Stair Lift Replacement**

Project Location: **Allen Hall 288 Lyman Street, Westborough, MA 01581**

Estimated Construction Cost: **\$130,000**

Removal of two existing stair lifts and the installation of two new lifts in the same locations.

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 **9/25/2024 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 **MANDATORY** Pre-Bid Conference will be held at **10:00AM on Tuesday 10/08/2024**. Contractors should meet the Project Engineer at the Front Entrance of Allen Hall at 288 Lyman Street Westborough, MA 01581 to review and discuss project details. Please contact Fred Bergstrom, DMH project Engineer, at (508) 616-2245. **After attending the Mandatory Pre- Bid Conference, all bidding questions must be uploaded to COMMBUYS by 12:00PM Thursday 10/10/2024.**

Project Duration is estimated at ninety (90) calendar days.

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 #2025-046
*HANDICAP ACCESSIBLE STAIR LIFT REPLACEMENT
AT
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA 01581***

NOTICE OF MANDATORY PRE-BID CONFERENCE

**ALL CONTRACTORS INTERESTED IN BIDDING ON THIS PROJECT ARE
HEREBY NOTIFIED OF A MANDATORY PRE-BID CONFERENCE AND
WALK-THROUGH.**

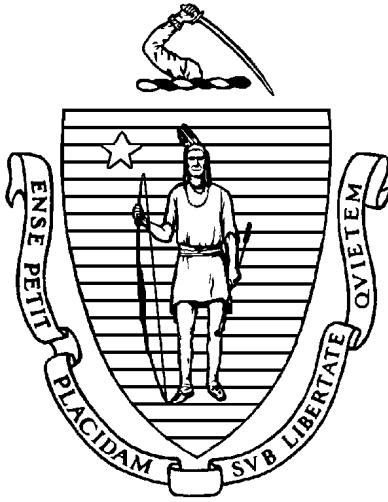
ON

TUESDAY, OCTOBER 8, 2024

AT

10:00 A.M.

**CONTRACTORS ARE TO MEET IN THE FRONT OF ALLEN HALL
LOCATED AT
288 LYMAN STREET
WESTBOROUGH, MASSACHUSETTS 01581**



BID PACKAGE

PART I

INSTRUCTIONS TO BIDDERS

For Projects with no Filed Sub Bidders

**2025 - 046 Handicap Accessible Stair Lift Replacement
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581**

Instructions to Bidders

Attachment A:

Minimum Wage Rates

Prevailing Wage Schedule – Bidder Acknowledgement

Attachment B: Forms Used During Bidding

Form for General Bid



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: 2025 - 046 Handicap Accessible Stair Lift Replacement
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581

Category of Work: ELEVATORS

Project Description and Scope:

Removal of two existing stair lifts and the installation of two new lifts in the same locations.

Deadline for filing General bids is at: 12:00 PM Friday October 18, 2024

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 ninety (90) calendar days, 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 uploaded to COMMBUYS by **Thursday October 10, 2024 by 12:00PM.** 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 photo copy of the bid deposit** shall be uploaded into COMMBUYS.

General Bid for:

Project Title: 2025 - 046 Handicap Accessible Stair Lift Replacement
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581

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 a 100% payment bond and a 100% Performance Bond 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: 20240918-036

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: _____



MAURA HEALEY
Governor

KIM DRISCOLL
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

LAUREN JONES
Secretary

MICHAEL FLANAGAN
Director

Awarding Authority: Department of Mental Health
Contract Number: 2025-046 **City/Town:** WESTBOROUGH
Description of Work: Remove and dispose of existing stair lifts and replace with two new stair lifts in existing locations.

Job Location: 288 Lyman Street Westborough, MA 01581

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

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>	06/01/2024	\$39.95	\$15.07	\$18.67	\$0.00	\$73.69
	12/01/2024	\$39.95	\$15.07	\$20.17	\$0.00	\$75.19
	01/01/2025	\$39.95	\$15.57	\$20.17	\$0.00	\$75.69
	06/01/2025	\$40.95	\$15.57	\$20.17	\$0.00	\$76.69
	12/01/2025	\$40.95	\$15.57	\$21.78	\$0.00	\$78.30
	01/01/2026	\$40.95	\$16.17	\$21.78	\$0.00	\$78.90
	06/01/2026	\$41.95	\$16.17	\$21.78	\$0.00	\$79.90
	12/01/2026	\$41.95	\$16.17	\$23.52	\$0.00	\$81.64
	01/01/2027	\$41.95	\$16.77	\$23.52	\$0.00	\$82.24
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.02	\$15.07	\$18.67	\$0.00	\$73.76
	12/01/2024	\$40.02	\$15.07	\$20.17	\$0.00	\$75.26
	01/01/2025	\$40.02	\$15.57	\$20.17	\$0.00	\$75.76
	06/01/2025	\$41.02	\$15.57	\$20.17	\$0.00	\$76.76
	12/01/2025	\$41.02	\$15.57	\$21.78	\$0.00	\$78.37
	01/01/2026	\$41.02	\$16.17	\$21.78	\$0.00	\$78.97
	06/01/2026	\$42.02	\$16.17	\$21.78	\$0.00	\$79.97
	12/01/2026	\$42.02	\$16.17	\$23.52	\$0.00	\$81.71
	01/01/2027	\$42.02	\$16.77	\$23.52	\$0.00	\$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.14	\$15.07	\$18.67	\$0.00	\$73.88
	12/01/2024	\$40.14	\$15.07	\$20.17	\$0.00	\$75.38
	01/01/2025	\$40.14	\$15.57	\$20.17	\$0.00	\$75.88
	06/01/2025	\$41.14	\$15.57	\$20.17	\$0.00	\$76.88
	12/01/2025	\$41.14	\$15.57	\$21.78	\$0.00	\$78.49
	01/01/2026	\$41.14	\$16.17	\$21.78	\$0.00	\$79.09
	06/01/2026	\$42.14	\$16.17	\$21.78	\$0.00	\$80.09
	12/01/2026	\$42.14	\$16.17	\$23.52	\$0.00	\$81.83
	01/01/2027	\$42.14	\$16.77	\$23.52	\$0.00	\$82.43
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	06/01/2024	\$41.80	\$14.50	\$11.05	\$0.00	\$67.35
	12/01/2024	\$42.80	\$14.50	\$11.05	\$0.00	\$68.35
	06/01/2025	\$43.80	\$14.50	\$11.05	\$0.00	\$69.35
	12/01/2025	\$44.80	\$14.50	\$11.05	\$0.00	\$70.35
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2024	\$48.12	\$7.07	\$20.60	\$0.00	\$75.79

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
2	65	\$31.28	\$7.07	\$13.22	\$0.00	\$51.57
3	70	\$33.68	\$7.07	\$14.23	\$0.00	\$54.98
4	75	\$36.09	\$7.07	\$15.24	\$0.00	\$58.40
5	80	\$38.50	\$7.07	\$16.25	\$0.00	\$61.82
6	85	\$40.90	\$7.07	\$17.28	\$0.00	\$65.25
7	90	\$43.31	\$7.07	\$18.28	\$0.00	\$68.66
8	95	\$45.71	\$7.07	\$19.32	\$0.00	\$72.10

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	08/01/2024	\$62.36	\$11.49	\$22.90	\$0.00	\$96.75
BRICKLAYERS LOCAL 3 (WORCESTER)	02/01/2025	\$63.66	\$11.49	\$22.90	\$0.00	\$98.05
	08/01/2025	\$65.81	\$11.49	\$22.90	\$0.00	\$100.20
	02/01/2026	\$67.16	\$11.49	\$22.90	\$0.00	\$101.55
	08/01/2026	\$69.36	\$11.49	\$22.90	\$0.00	\$103.75
	02/01/2027	\$70.76	\$11.49	\$22.90	\$0.00	\$105.15

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Worcester

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.18	\$11.49	\$22.90	\$0.00	\$65.57
2	60	\$37.42	\$11.49	\$22.90	\$0.00	\$71.81
3	70	\$43.65	\$11.49	\$22.90	\$0.00	\$78.04
4	80	\$49.89	\$11.49	\$22.90	\$0.00	\$84.28
5	90	\$56.12	\$11.49	\$22.90	\$0.00	\$90.51

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.83	\$11.49	\$22.90	\$0.00	\$66.22
2	60	\$38.20	\$11.49	\$22.90	\$0.00	\$72.59
3	70	\$44.56	\$11.49	\$22.90	\$0.00	\$78.95
4	80	\$50.93	\$11.49	\$22.90	\$0.00	\$85.32
5	90	\$57.29	\$11.49	\$22.90	\$0.00	\$91.68

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$46.63	\$9.65	\$18.22	\$0.00	\$74.50
	12/01/2024	\$48.10	\$9.65	\$18.22	\$0.00	\$75.97
	06/01/2025	\$49.60	\$9.65	\$18.22	\$0.00	\$77.47
	12/01/2025	\$51.10	\$9.65	\$18.22	\$0.00	\$78.97
	06/01/2026	\$52.65	\$9.65	\$18.22	\$0.00	\$80.52
	12/01/2026	\$54.15	\$9.65	\$18.22	\$0.00	\$82.02
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.81	\$9.65	\$18.22	\$0.00	\$73.68
	12/01/2024	\$47.28	\$9.65	\$18.22	\$0.00	\$75.15
	06/01/2025	\$48.78	\$9.65	\$18.22	\$0.00	\$76.65
	12/01/2025	\$50.28	\$9.65	\$18.22	\$0.00	\$78.15
	06/01/2026	\$51.83	\$9.65	\$18.22	\$0.00	\$79.70
	12/01/2026	\$53.33	\$9.65	\$18.22	\$0.00	\$81.20
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2024	\$48.37	\$9.83	\$19.97	\$0.00	\$78.17
	03/01/2025	\$49.62	\$9.83	\$19.97	\$0.00	\$79.42
	09/01/2025	\$50.87	\$9.83	\$19.97	\$0.00	\$80.67
	03/01/2026	\$52.12	\$9.83	\$19.97	\$0.00	\$81.92
	09/01/2026	\$53.37	\$9.83	\$19.97	\$0.00	\$83.17
	03/01/2027	\$54.62	\$9.83	\$19.97	\$0.00	\$84.42

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
2	45	\$21.77	\$9.83	\$1.73	\$0.00	\$33.33
3	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
4	55	\$26.60	\$9.83	\$3.40	\$0.00	\$39.83
5	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
6	70	\$33.86	\$9.83	\$16.51	\$0.00	\$60.20
7	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77
8	80	\$38.70	\$9.83	\$18.24	\$0.00	\$66.77

Effective Date - 03/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
2	45	\$22.33	\$9.83	\$1.73	\$0.00	\$33.89
3	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
4	55	\$27.29	\$9.83	\$3.40	\$0.00	\$40.52
5	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
6	70	\$34.73	\$9.83	\$16.51	\$0.00	\$61.07
7	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77
8	80	\$39.70	\$9.83	\$18.24	\$0.00	\$67.77

Notes:

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2023	\$25.55	\$7.02	\$4.80	\$0.00	\$37.37
CARPENTERS-ZONE 3 (Wood Frame)	10/01/2024	\$26.65	\$7.02	\$4.80	\$0.00	\$38.47
	10/01/2025	\$27.75	\$7.02	\$4.80	\$0.00	\$39.57
	10/01/2026	\$28.85	\$7.02	\$4.80	\$0.00	\$40.67

All Aspects of New Wood Frame Work

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 10/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
2	60	\$15.33	\$7.02	\$0.00	\$0.00	\$22.35
3	65	\$16.61	\$7.02	\$1.00	\$0.00	\$24.63
4	70	\$17.89	\$7.02	\$1.00	\$0.00	\$25.91
5	75	\$19.16	\$7.02	\$4.80	\$0.00	\$30.98
6	80	\$20.44	\$7.02	\$4.80	\$0.00	\$32.26
7	85	\$21.72	\$7.02	\$4.80	\$0.00	\$33.54
8	90	\$23.00	\$7.02	\$4.80	\$0.00	\$34.82

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
2	60	\$15.99	\$7.02	\$0.00	\$0.00	\$23.01
3	65	\$17.32	\$7.02	\$1.00	\$0.00	\$25.34
4	70	\$18.66	\$7.02	\$1.00	\$0.00	\$26.68
5	75	\$19.99	\$7.02	\$4.80	\$0.00	\$31.81
6	80	\$21.32	\$7.02	\$4.80	\$0.00	\$33.14
7	85	\$22.65	\$7.02	\$4.80	\$0.00	\$34.47
8	90	\$23.99	\$7.02	\$4.80	\$0.00	\$35.81

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
Step 1&2 \$18.52/ 3&4 \$21.07/ 5&6 \$28.70/ 7&8 \$31.26

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2024	\$49.33	\$13.00	\$23.57	\$1.30	\$87.20
BRICKLAYERS LOCAL 3 (WORCESTER)						

Apprentice - CEMENT MASONRY/PLASTERING - Worcester

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$13.00	\$15.93	\$0.00	\$53.60
2	60	\$29.60	\$13.00	\$18.57	\$1.30	\$62.47
3	65	\$32.06	\$13.00	\$19.57	\$1.30	\$65.93
4	70	\$34.53	\$13.00	\$20.57	\$1.30	\$69.40
5	75	\$37.00	\$13.00	\$21.57	\$1.30	\$72.87
6	80	\$39.46	\$13.00	\$22.57	\$1.30	\$76.33
7	90	\$44.40	\$13.00	\$23.57	\$1.30	\$82.27

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>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$57.15	\$15.30	\$16.40	\$0.00	\$88.85
	12/01/2024	\$58.63	\$15.30	\$16.40	\$0.00	\$90.33
	06/01/2025	\$59.96	\$15.30	\$16.40	\$0.00	\$91.66
	12/01/2025	\$61.43	\$15.30	\$16.40	\$0.00	\$93.13
	06/01/2026	\$62.76	\$15.30	\$16.40	\$0.00	\$94.46
	12/01/2026	\$64.24	\$15.30	\$16.40	\$0.00	\$95.94
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
LABORERS - ZONE 2	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 2	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 2	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	06/10/2024	\$46.53	\$9.65	\$18.40	\$0.00	\$74.58
	12/02/2024	\$48.00	\$9.65	\$18.40	\$0.00	\$76.05
	06/02/2025	\$49.50	\$9.65	\$18.40	\$0.00	\$77.55
	12/01/2025	\$51.00	\$9.65	\$18.40	\$0.00	\$79.05
	06/01/2026	\$52.55	\$9.65	\$18.40	\$0.00	\$80.60
	12/07/2026	\$54.05	\$9.65	\$18.40	\$0.00	\$82.10
	06/07/2027	\$55.65	\$9.65	\$18.40	\$0.00	\$83.70
	12/06/2027	\$57.25	\$9.65	\$18.40	\$0.00	\$85.30
	06/05/2028	\$58.93	\$9.65	\$18.40	\$0.00	\$86.98
	12/04/2028	\$60.60	\$9.65	\$18.40	\$0.00	\$88.65
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	06/10/2024	\$46.28	\$9.65	\$18.40	\$0.00	\$74.33
	12/02/2024	\$47.75	\$9.65	\$18.40	\$0.00	\$75.80
	06/02/2025	\$49.25	\$9.65	\$18.40	\$0.00	\$77.30
	12/01/2025	\$50.75	\$9.65	\$18.40	\$0.00	\$78.80
	06/01/2026	\$52.30	\$9.65	\$18.40	\$0.00	\$80.35
	12/07/2026	\$53.80	\$9.65	\$18.40	\$0.00	\$81.85
	06/07/2027	\$55.40	\$9.65	\$18.40	\$0.00	\$83.45
	12/06/2027	\$57.00	\$9.65	\$18.40	\$0.00	\$85.05
	06/05/2028	\$58.68	\$9.65	\$18.40	\$0.00	\$86.73
	12/04/2028	\$60.35	\$9.65	\$18.40	\$0.00	\$88.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/10/2024	\$45.53	\$9.65	\$18.40	\$0.00	\$73.58
	12/02/2024	\$47.00	\$9.65	\$18.40	\$0.00	\$75.05
	06/02/2025	\$48.50	\$9.65	\$18.40	\$0.00	\$76.55
	12/01/2025	\$50.00	\$9.65	\$18.40	\$0.00	\$78.05
	06/01/2026	\$51.55	\$9.65	\$18.40	\$0.00	\$79.60
	12/07/2026	\$53.05	\$9.65	\$18.40	\$0.00	\$81.10
	06/07/2027	\$54.65	\$9.65	\$18.40	\$0.00	\$82.70
	12/06/2027	\$56.25	\$9.65	\$18.40	\$0.00	\$84.30
	06/05/2028	\$57.93	\$9.65	\$18.40	\$0.00	\$85.98
	12/04/2028	\$59.60	\$9.65	\$18.40	\$0.00	\$87.65
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>DRAWBRIDGE - SEIU LOCAL 888</i>	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34

Apprentice - *ELECTRICIAN - Local 96*

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.82	\$13.99	\$0.56	\$0.00	\$33.37
2	45	\$21.17	\$13.99	\$0.64	\$0.00	\$35.80
3	48	\$22.58	\$13.99	\$15.79	\$0.00	\$52.36
4	55	\$25.88	\$13.99	\$16.26	\$0.00	\$56.13
5	65	\$30.58	\$13.99	\$16.91	\$0.00	\$61.48
6	80	\$37.64	\$13.99	\$17.90	\$0.00	\$69.53

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.26	\$14.98	\$0.58	\$0.00	\$34.82
2	45	\$21.67	\$14.98	\$0.65	\$0.00	\$37.30
3	48	\$23.12	\$14.98	\$16.09	\$0.00	\$54.19
4	55	\$26.49	\$14.98	\$16.57	\$0.00	\$58.04
5	65	\$31.30	\$14.98	\$17.25	\$0.00	\$63.53
6	80	\$38.53	\$14.98	\$18.26	\$0.00	\$71.77

Notes:

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

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$62.83	\$16.28	\$21.36	\$0.00	\$100.47
	01/01/2026	\$63.68	\$16.38	\$21.76	\$0.00	\$101.82
	01/01/2027	\$64.53	\$16.48	\$22.16	\$0.00	\$103.17

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.99	\$16.18	\$0.00	\$0.00	\$47.17
2	55	\$34.09	\$16.18	\$20.96	\$0.00	\$71.23
3	65	\$40.29	\$16.18	\$20.96	\$0.00	\$77.43
4	70	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
5	80	\$49.58	\$16.18	\$20.96	\$0.00	\$86.72

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.42	\$16.28	\$0.00	\$0.00	\$47.70
2	55	\$34.56	\$16.28	\$21.36	\$0.00	\$72.20
3	65	\$40.84	\$16.28	\$21.36	\$0.00	\$78.48
4	70	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
5	80	\$50.26	\$16.28	\$21.36	\$0.00	\$87.90

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2024	\$43.39	\$16.18	\$20.96	\$0.00	\$80.53
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2025	\$43.98	\$16.28	\$21.36	\$0.00	\$81.62
	01/01/2026	\$44.58	\$16.38	\$21.76	\$0.00	\$82.72
	01/01/2027	\$45.17	\$16.48	\$22.16	\$0.00	\$83.81

For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY	05/01/2024	\$50.79	\$15.00	\$16.40	\$0.00	\$82.19
OPERATING ENGINEERS LOCAL 4	11/01/2024	\$52.08	\$15.00	\$16.40	\$0.00	\$83.48
	05/01/2025	\$53.52	\$15.00	\$16.40	\$0.00	\$84.92
	11/01/2025	\$54.81	\$15.00	\$16.40	\$0.00	\$86.21
	05/01/2026	\$56.25	\$15.00	\$16.40	\$0.00	\$87.65
	11/01/2026	\$57.54	\$15.00	\$16.40	\$0.00	\$88.94
	05/01/2027	\$58.97	\$15.00	\$16.40	\$0.00	\$90.37

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$52.37	\$15.00	\$16.40	\$0.00	\$83.77
	11/01/2024	\$53.67	\$15.00	\$16.40	\$0.00	\$85.07
	05/01/2025	\$55.12	\$15.00	\$16.40	\$0.00	\$86.52
	11/01/2025	\$56.42	\$15.00	\$16.40	\$0.00	\$87.82
	05/01/2026	\$57.87	\$15.00	\$16.40	\$0.00	\$89.27
	11/01/2026	\$59.17	\$15.00	\$16.40	\$0.00	\$90.57
	05/01/2027	\$60.62	\$15.00	\$16.40	\$0.00	\$92.02
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2024	\$24.91	\$15.00	\$16.40	\$0.00	\$56.31
	11/01/2024	\$25.67	\$15.00	\$16.40	\$0.00	\$57.07
	05/01/2025	\$26.52	\$15.00	\$16.40	\$0.00	\$57.92
	11/01/2025	\$27.28	\$15.00	\$16.40	\$0.00	\$58.68
	05/01/2026	\$28.13	\$15.00	\$16.40	\$0.00	\$59.53
	11/01/2026	\$28.89	\$15.00	\$16.40	\$0.00	\$60.29
	05/01/2027	\$29.74	\$15.00	\$16.40	\$0.00	\$61.14
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINT/COMMISSIONING <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$45.23	\$15.30	\$16.40	\$0.00	\$76.93
	12/01/2024	\$46.41	\$15.30	\$16.40	\$0.00	\$78.11
	06/01/2025	\$47.47	\$15.30	\$16.40	\$0.00	\$79.17
	12/01/2025	\$48.64	\$15.30	\$16.40	\$0.00	\$80.34
	06/01/2026	\$49.70	\$15.30	\$16.40	\$0.00	\$81.40
	12/01/2026	\$50.88	\$15.30	\$16.40	\$0.00	\$82.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	12/01/2024	\$27.01	\$9.65	\$17.80	\$0.00	\$54.46
	06/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	12/01/2025	\$28.09	\$9.65	\$17.80	\$0.00	\$55.54
	06/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
	12/01/2026	\$29.21	\$9.65	\$17.80	\$0.00	\$56.66
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE II</i>	03/01/2024	\$49.47	\$8.83	\$20.27	\$0.00	\$78.57

Apprentice - FLOORCOVERER - Local 2168 Zone II

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.74	\$8.83	\$1.76	\$0.00	\$35.33
2	55	\$27.21	\$8.83	\$1.76	\$0.00	\$37.80
3	60	\$29.68	\$8.83	\$3.52	\$0.00	\$42.03
4	65	\$32.16	\$8.83	\$3.52	\$0.00	\$44.51
5	70	\$34.63	\$8.83	\$16.75	\$0.00	\$60.21
6	75	\$37.10	\$8.83	\$16.75	\$0.00	\$62.68
7	80	\$39.58	\$8.83	\$18.51	\$0.00	\$66.92
8	85	\$42.05	\$8.83	\$18.51	\$0.00	\$69.39

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$32.63/ 3&4 \$39.28/ 5&6 \$59.86/ 7&8 \$66.52

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$30.82	\$15.30	\$0.00	\$0.00	\$46.12
2	60	\$33.62	\$15.30	\$16.40	\$0.00	\$65.32
3	65	\$36.42	\$15.30	\$16.40	\$0.00	\$68.12
4	70	\$39.22	\$15.30	\$16.40	\$0.00	\$70.92
5	75	\$42.02	\$15.30	\$16.40	\$0.00	\$73.72
6	80	\$44.82	\$15.30	\$16.40	\$0.00	\$76.52
7	85	\$47.63	\$15.30	\$16.40	\$0.00	\$79.33
8	90	\$50.43	\$15.30	\$16.40	\$0.00	\$82.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$31.61	\$0.00	\$0.00	\$0.00	\$31.61
2	60	\$34.49	\$15.30	\$16.40	\$0.00	\$66.19
3	65	\$37.36	\$15.30	\$16.40	\$0.00	\$69.06
4	70	\$40.24	\$15.30	\$16.40	\$0.00	\$71.94
5	75	\$43.11	\$15.30	\$16.40	\$0.00	\$74.81
6	80	\$45.98	\$15.30	\$16.40	\$0.00	\$77.68
7	85	\$48.86	\$15.30	\$16.40	\$0.00	\$80.56
8	90	\$51.73	\$15.30	\$16.40	\$0.00	\$83.43

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 96	09/01/2024	\$47.05	\$13.99	\$19.22	\$0.00	\$80.26
	09/07/2025	\$48.16	\$14.98	\$19.60	\$0.00	\$82.74
	09/06/2026	\$49.38	\$15.96	\$20.00	\$0.00	\$85.34
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
	01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PLUMBERS LOCAL 4	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.28	\$9.65	\$17.80	\$0.00	\$66.73
	12/01/2024	\$40.61	\$9.65	\$17.80	\$0.00	\$68.06
	06/01/2025	\$42.00	\$9.65	\$17.80	\$0.00	\$69.45
	12/01/2025	\$43.38	\$9.65	\$17.80	\$0.00	\$70.83
	06/01/2026	\$44.82	\$9.65	\$17.80	\$0.00	\$72.27
	12/01/2026	\$46.26	\$9.65	\$17.80	\$0.00	\$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (WORCESTER)</i>	09/01/2024	\$51.23	\$14.75	\$19.61	\$0.00	\$85.59
	09/01/2025	\$54.31	\$14.75	\$19.61	\$0.00	\$88.67
	09/01/2026	\$57.38	\$14.75	\$19.61	\$0.00	\$91.74

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Worcester

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.62	\$14.75	\$14.32	\$0.00	\$54.69
2	60	\$30.74	\$14.75	\$15.37	\$0.00	\$60.86
3	70	\$35.86	\$14.75	\$16.43	\$0.00	\$67.04
4	80	\$40.98	\$14.75	\$17.49	\$0.00	\$73.22

Effective Date - 09/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.16	\$14.75	\$14.32	\$0.00	\$56.23
2	60	\$32.59	\$14.75	\$15.37	\$0.00	\$62.71
3	70	\$38.02	\$14.75	\$16.43	\$0.00	\$69.20
4	80	\$43.45	\$14.75	\$17.49	\$0.00	\$75.69

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	03/16/2024	\$53.67	\$8.35	\$26.70	\$0.00	\$88.72

Apprentice - IRONWORKER - Local 7 Worcester

Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$32.20	\$8.35	\$26.70	\$0.00	\$67.25
2	70	\$37.57	\$8.35	\$26.70	\$0.00	\$72.62
3	75	\$40.25	\$8.35	\$26.70	\$0.00	\$75.30
4	80	\$42.94	\$8.35	\$26.70	\$0.00	\$77.99
5	85	\$45.62	\$8.35	\$26.70	\$0.00	\$80.67
6	90	\$48.30	\$8.35	\$26.70	\$0.00	\$83.35

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

LABORER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46

Apprentice - LABORER - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$18.40	\$0.00	\$51.17
2	70	\$26.97	\$9.65	\$18.40	\$0.00	\$55.02
3	80	\$30.82	\$9.65	\$18.40	\$0.00	\$58.87
4	90	\$34.68	\$9.65	\$18.40	\$0.00	\$62.73

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$18.40	\$0.00	\$51.97
2	70	\$27.90	\$9.65	\$18.40	\$0.00	\$55.95
3	80	\$31.89	\$9.65	\$18.40	\$0.00	\$59.94
4	90	\$35.87	\$9.65	\$18.40	\$0.00	\$63.92

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96

Apprentice - LABORER (Heavy & Highway) - Zone 2

Effective Date - 06/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.12	\$9.65	\$17.80	\$0.00	\$50.57
2	70	\$26.97	\$9.65	\$17.80	\$0.00	\$54.42
3	80	\$30.82	\$9.65	\$17.80	\$0.00	\$58.27
4	90	\$34.68	\$9.65	\$17.80	\$0.00	\$62.13

Effective Date - 12/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.92	\$9.65	\$17.80	\$0.00	\$51.37
2	70	\$27.90	\$9.65	\$17.80	\$0.00	\$55.35
3	80	\$31.89	\$9.65	\$17.80	\$0.00	\$59.34
4	90	\$35.87	\$9.65	\$17.80	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	06/03/2024	\$38.62	\$9.65	\$17.76	\$0.00	\$66.03
	12/02/2024	\$39.95	\$9.65	\$17.76	\$0.00	\$67.36
	06/02/2025	\$41.34	\$9.65	\$17.76	\$0.00	\$68.75
	12/01/2025	\$42.72	\$9.65	\$17.76	\$0.00	\$70.13
	06/01/2026	\$44.16	\$9.65	\$17.76	\$0.00	\$71.57
	12/07/2026	\$45.60	\$9.65	\$17.76	\$0.00	\$73.01
	06/07/2027	\$47.05	\$9.65	\$17.76	\$0.00	\$74.46
	12/06/2027	\$48.50	\$9.65	\$17.76	\$0.00	\$75.91
	06/05/2028	\$50.00	\$9.65	\$17.76	\$0.00	\$77.41
	12/04/2028	\$51.50	\$9.65	\$17.76	\$0.00	\$78.91
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
	For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"					
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	For apprentice rates see "Apprentice- LABORER"					
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.53	\$9.65	\$18.40	\$0.00	\$66.58
	12/01/2024	\$39.86	\$9.65	\$18.40	\$0.00	\$67.91
	06/01/2025	\$41.25	\$9.65	\$18.40	\$0.00	\$69.30
	12/01/2025	\$42.63	\$9.65	\$18.40	\$0.00	\$70.68
	06/01/2026	\$44.07	\$9.65	\$18.40	\$0.00	\$72.12
	12/01/2026	\$45.51	\$9.65	\$18.40	\$0.00	\$73.56
	06/01/2027	\$46.96	\$9.65	\$18.40	\$0.00	\$75.01
	12/01/2027	\$48.41	\$9.65	\$18.40	\$0.00	\$76.46
	06/01/2028	\$49.91	\$9.65	\$18.40	\$0.00	\$77.96
	12/01/2028	\$51.41	\$9.65	\$18.40	\$0.00	\$79.46
	This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
	For apprentice rates see "Apprentice- LABORER"					
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$49.32	\$11.49	\$21.62	\$0.00	\$82.43
	02/01/2025	\$50.36	\$11.49	\$21.62	\$0.00	\$83.47
	08/01/2025	\$52.08	\$11.49	\$21.62	\$0.00	\$85.19
	02/01/2026	\$53.16	\$11.49	\$21.62	\$0.00	\$86.27
	08/01/2026	\$54.92	\$11.49	\$21.62	\$0.00	\$88.03
	02/01/2027	\$56.04	\$11.49	\$21.62	\$0.00	\$89.15

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.66	\$11.49	\$21.62	\$0.00	\$57.77
2	60	\$29.59	\$11.49	\$21.62	\$0.00	\$62.70
3	70	\$34.52	\$11.49	\$21.62	\$0.00	\$67.63
4	80	\$39.46	\$11.49	\$21.62	\$0.00	\$72.57
5	90	\$44.39	\$11.49	\$21.62	\$0.00	\$77.50

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.18	\$11.49	\$21.62	\$0.00	\$58.29
2	60	\$30.22	\$11.49	\$21.62	\$0.00	\$63.33
3	70	\$35.25	\$11.49	\$21.62	\$0.00	\$68.36
4	80	\$40.29	\$11.49	\$21.62	\$0.00	\$73.40
5	90	\$45.32	\$11.49	\$21.62	\$0.00	\$78.43

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS,TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$64.52	\$11.49	\$23.56	\$0.00	\$99.57
	02/01/2025	\$65.82	\$11.49	\$23.56	\$0.00	\$100.87
	08/01/2025	\$67.97	\$11.49	\$23.56	\$0.00	\$103.02
	02/01/2026	\$69.32	\$11.49	\$23.56	\$0.00	\$104.37
	08/01/2026	\$71.52	\$11.49	\$23.56	\$0.00	\$106.57
	02/01/2027	\$72.92	\$11.49	\$23.56	\$0.00	\$107.97

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

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.26	\$11.49	\$23.56	\$0.00	\$67.31
2	60	\$38.71	\$11.49	\$23.56	\$0.00	\$73.76
3	70	\$45.16	\$11.49	\$23.56	\$0.00	\$80.21
4	80	\$51.62	\$11.49	\$23.56	\$0.00	\$86.67
5	90	\$58.07	\$11.49	\$23.56	\$0.00	\$93.12

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.91	\$11.49	\$23.56	\$0.00	\$67.96
2	60	\$39.49	\$11.49	\$23.56	\$0.00	\$74.54
3	70	\$46.07	\$11.49	\$23.56	\$0.00	\$81.12
4	80	\$52.66	\$11.49	\$23.56	\$0.00	\$87.71
5	90	\$59.24	\$11.49	\$23.56	\$0.00	\$94.29

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2)	01/01/2024	\$42.76	\$10.08	\$21.47	\$0.00	\$74.31
MILLWRIGHTS LOCAL 1121 - Zone 2	01/06/2025	\$45.09	\$10.08	\$21.47	\$0.00	\$76.64
	01/05/2026	\$47.42	\$10.08	\$21.47	\$0.00	\$78.97

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 01/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.52	\$10.08	\$5.50	\$0.00	\$39.10
2	65	\$27.79	\$10.08	\$6.50	\$0.00	\$44.37
3	75	\$32.07	\$10.08	\$18.97	\$0.00	\$61.12
4	85	\$36.35	\$10.08	\$19.97	\$0.00	\$66.40
Effective Date - 01/06/2025						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.80	\$10.08	\$5.50	\$0.00	\$40.38
2	65	\$29.31	\$10.08	\$6.50	\$0.00	\$45.89
3	75	\$33.82	\$10.08	\$18.97	\$0.00	\$62.87
4	85	\$38.33	\$10.08	\$19.97	\$0.00	\$68.38
Notes: Step 1&2 Appr. indentured after 1/6/2020 receive no pension, but do receive annuity. (Step 1 \$5.72, Step 2 \$6.66) Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:4						
MORTAR MIXER	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
LABORERS - ZONE 2	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	06/01/2024	\$24.71	\$15.30	\$16.40	\$0.00	\$56.41
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$25.37	\$15.30	\$16.40	\$0.00	\$57.07
	06/01/2025	\$25.97	\$15.30	\$16.40	\$0.00	\$57.67
	12/01/2025	\$26.63	\$15.30	\$16.40	\$0.00	\$58.33
	06/01/2026	\$27.22	\$15.30	\$16.40	\$0.00	\$58.92
	12/01/2026	\$27.89	\$15.30	\$16.40	\$0.00	\$59.59
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	06/01/2024	\$30.28	\$15.30	\$16.40	\$0.00	\$61.98
OPERATING ENGINEERS LOCAL 4	12/01/2024	\$31.08	\$15.30	\$16.40	\$0.00	\$62.78
	06/01/2025	\$31.80	\$15.30	\$16.40	\$0.00	\$63.50
	12/01/2025	\$32.60	\$15.30	\$16.40	\$0.00	\$64.30
	06/01/2026	\$33.32	\$15.30	\$16.40	\$0.00	\$65.02
	12/01/2026	\$34.12	\$15.30	\$16.40	\$0.00	\$65.82
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2024	\$57.26	\$9.95	\$23.95	\$0.00	\$91.16
	01/01/2025	\$58.46	\$9.95	\$23.95	\$0.00	\$92.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.63	\$9.95	\$0.00	\$0.00	\$38.58
2	55	\$31.49	\$9.95	\$6.66	\$0.00	\$48.10
3	60	\$34.36	\$9.95	\$7.26	\$0.00	\$51.57
4	65	\$37.22	\$9.95	\$7.87	\$0.00	\$55.04
5	70	\$40.08	\$9.95	\$20.32	\$0.00	\$70.35
6	75	\$42.95	\$9.95	\$20.93	\$0.00	\$73.83
7	80	\$45.81	\$9.95	\$21.53	\$0.00	\$77.29
8	90	\$51.53	\$9.95	\$22.74	\$0.00	\$84.22

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.23	\$9.95	\$0.00	\$0.00	\$39.18
2	55	\$32.15	\$9.95	\$6.66	\$0.00	\$48.76
3	60	\$35.08	\$9.95	\$7.26	\$0.00	\$52.29
4	65	\$38.00	\$9.95	\$7.87	\$0.00	\$55.82
5	70	\$40.92	\$9.95	\$20.32	\$0.00	\$71.19
6	75	\$43.85	\$9.95	\$20.93	\$0.00	\$74.73
7	80	\$46.77	\$9.95	\$21.53	\$0.00	\$78.25
8	90	\$52.61	\$9.95	\$22.74	\$0.00	\$85.30

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2024	\$48.16	\$9.95	\$23.95	\$0.00	\$82.06
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2025	\$49.36	\$9.95	\$23.95	\$0.00	\$83.26

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New								
Effective Date -			07/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment		Total Rate
1	50	\$24.08		\$9.95	\$0.00	\$0.00		\$34.03
2	55	\$26.49		\$9.95	\$6.66	\$0.00		\$43.10
3	60	\$28.90		\$9.95	\$7.26	\$0.00		\$46.11
4	65	\$31.30		\$9.95	\$7.87	\$0.00		\$49.12
5	70	\$33.71		\$9.95	\$20.32	\$0.00		\$63.98
6	75	\$36.12		\$9.95	\$20.93	\$0.00		\$67.00
7	80	\$38.53		\$9.95	\$21.53	\$0.00		\$70.01
8	90	\$43.34		\$9.95	\$22.74	\$0.00		\$76.03
Effective Date -			01/01/2025					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment		Total Rate
1	50	\$24.68		\$9.95	\$0.00	\$0.00		\$34.63
2	55	\$27.15		\$9.95	\$6.66	\$0.00		\$43.76
3	60	\$29.62		\$9.95	\$7.26	\$0.00		\$46.83
4	65	\$32.08		\$9.95	\$7.87	\$0.00		\$49.90
5	70	\$34.55		\$9.95	\$20.32	\$0.00		\$64.82
6	75	\$37.02		\$9.95	\$20.93	\$0.00		\$67.90
7	80	\$39.49		\$9.95	\$21.53	\$0.00		\$70.97
8	90	\$44.42		\$9.95	\$22.74	\$0.00		\$77.11
Notes:								
Steps are 750 hrs.								
Apprentice to Journeyworker Ratio:1:1								
PAINTER (SPRAY OR SANDBLAST, REPAINT)			07/01/2024	\$46.22	\$9.95	\$23.95	\$0.00	\$80.12
PAINTERS LOCAL 35 - ZONE 2			01/01/2025	\$47.42	\$9.95	\$23.95	\$0.00	\$81.32

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

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.11	\$9.95	\$0.00	\$0.00	\$33.06
2	55	\$25.42	\$9.95	\$6.66	\$0.00	\$42.03
3	60	\$27.73	\$9.95	\$7.26	\$0.00	\$44.94
4	65	\$30.04	\$9.95	\$7.87	\$0.00	\$47.86
5	70	\$32.35	\$9.95	\$20.32	\$0.00	\$62.62
6	75	\$34.67	\$9.95	\$20.93	\$0.00	\$65.55
7	80	\$36.98	\$9.95	\$21.53	\$0.00	\$68.46
8	90	\$41.60	\$9.95	\$22.74	\$0.00	\$74.29

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.71	\$9.95	\$0.00	\$0.00	\$33.66
2	55	\$26.08	\$9.95	\$6.66	\$0.00	\$42.69
3	60	\$28.45	\$9.95	\$7.26	\$0.00	\$45.66
4	65	\$30.82	\$9.95	\$7.87	\$0.00	\$48.64
5	70	\$33.19	\$9.95	\$20.32	\$0.00	\$63.46
6	75	\$35.57	\$9.95	\$20.93	\$0.00	\$66.45
7	80	\$37.94	\$9.95	\$21.53	\$0.00	\$69.42
8	90	\$42.68	\$9.95	\$22.74	\$0.00	\$75.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	07/01/2024	\$46.76	\$9.95	\$23.95	\$0.00	\$80.66
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$47.96	\$9.95	\$23.95	\$0.00	\$81.86

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.38	\$9.95	\$0.00	\$0.00	\$33.33
2	55	\$25.72	\$9.95	\$6.66	\$0.00	\$42.33
3	60	\$28.06	\$9.95	\$7.26	\$0.00	\$45.27
4	65	\$30.39	\$9.95	\$7.87	\$0.00	\$48.21
5	70	\$32.73	\$9.95	\$20.32	\$0.00	\$63.00
6	75	\$35.07	\$9.95	\$20.93	\$0.00	\$65.95
7	80	\$37.41	\$9.95	\$21.53	\$0.00	\$68.89
8	90	\$42.08	\$9.95	\$22.74	\$0.00	\$74.77

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.98	\$9.95	\$0.00	\$0.00	\$33.93
2	55	\$26.38	\$9.95	\$6.66	\$0.00	\$42.99
3	60	\$28.78	\$9.95	\$7.26	\$0.00	\$45.99
4	65	\$31.17	\$9.95	\$7.87	\$0.00	\$48.99
5	70	\$33.57	\$9.95	\$20.32	\$0.00	\$63.84
6	75	\$35.97	\$9.95	\$20.93	\$0.00	\$66.85
7	80	\$38.37	\$9.95	\$21.53	\$0.00	\$69.85
8	90	\$43.16	\$9.95	\$22.74	\$0.00	\$75.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	07/01/2024	\$44.82	\$9.95	\$23.95	\$0.00	\$78.72
PAINTERS LOCAL 35 - ZONE 2	01/01/2025	\$46.02	\$9.95	\$23.95	\$0.00	\$79.92

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.41	\$9.95	\$0.00	\$0.00	\$32.36
2	55	\$24.65	\$9.95	\$6.66	\$0.00	\$41.26
3	60	\$26.89	\$9.95	\$7.26	\$0.00	\$44.10
4	65	\$29.13	\$9.95	\$7.87	\$0.00	\$46.95
5	70	\$31.37	\$9.95	\$20.32	\$0.00	\$61.64
6	75	\$33.62	\$9.95	\$20.93	\$0.00	\$64.50
7	80	\$35.86	\$9.95	\$21.53	\$0.00	\$67.34
8	90	\$40.34	\$9.95	\$22.74	\$0.00	\$73.03

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.01	\$9.95	\$0.00	\$0.00	\$32.96
2	55	\$25.31	\$9.95	\$6.66	\$0.00	\$41.92
3	60	\$27.61	\$9.95	\$7.26	\$0.00	\$44.82
4	65	\$29.91	\$9.95	\$7.87	\$0.00	\$47.73
5	70	\$32.21	\$9.95	\$20.32	\$0.00	\$62.48
6	75	\$34.52	\$9.95	\$20.93	\$0.00	\$65.40
7	80	\$36.82	\$9.95	\$21.53	\$0.00	\$68.30
8	90	\$41.42	\$9.95	\$22.74	\$0.00	\$74.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 2 (HEAVY & HIGHWAY)	06/01/2024	\$38.53	\$9.65	\$17.80	\$0.00	\$65.98
	12/01/2024	\$39.86	\$9.65	\$17.80	\$0.00	\$67.31
	06/01/2025	\$41.25	\$9.65	\$17.80	\$0.00	\$68.70
	12/01/2025	\$42.63	\$9.65	\$17.80	\$0.00	\$70.08
	06/01/2026	\$44.07	\$9.65	\$17.80	\$0.00	\$71.52
	12/01/2026	\$45.51	\$9.65	\$17.80	\$0.00	\$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	06/01/2024	\$39.78	\$15.07	\$18.67	\$0.00	\$73.52
	12/01/2024	\$39.78	\$15.07	\$20.17	\$0.00	\$75.02
	01/01/2025	\$39.78	\$15.57	\$20.17	\$0.00	\$75.52
	06/01/2025	\$40.78	\$15.57	\$20.17	\$0.00	\$76.52
	12/01/2025	\$40.78	\$15.57	\$21.78	\$0.00	\$78.13
	01/01/2026	\$40.78	\$16.17	\$21.78	\$0.00	\$78.73
	06/01/2026	\$41.78	\$16.17	\$21.78	\$0.00	\$79.73
	12/01/2026	\$41.78	\$16.17	\$23.52	\$0.00	\$81.47
	01/01/2027	\$41.78	\$16.77	\$23.52	\$0.00	\$82.07

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2020	\$46.11	\$9.40	\$23.12	\$0.00	\$78.63

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 08/01/2020

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

Notes: Apprentice wages shall be no less than the following Steps;

(Same as set in Zone 1)

1\$57.06/2\$61.96/3\$66.87/4\$69.32/5\$71.78/6\$71.78/7\$76.68/8\$76.68

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

PLUMBER & PIPEFITTER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER/PIPEFITTER - Local 4								
Effective Date - 09/01/2024								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$22.14		\$9.90	\$0.00	\$0.00	\$32.04	
2	50	\$27.68		\$9.90	\$0.00	\$0.00	\$37.58	
3	60	\$33.21		\$9.90	\$0.00	\$0.00	\$43.11	
4	70	\$38.75		\$9.90	\$7.71	\$0.00	\$56.36	
5	80	\$44.28		\$9.90	\$7.71	\$0.00	\$61.89	
Effective Date - 03/01/2025								
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	40	\$22.70		\$9.90	\$0.00	\$0.00	\$32.60	
2	50	\$28.38		\$9.90	\$0.00	\$0.00	\$38.28	
3	60	\$34.05		\$9.90	\$0.00	\$0.00	\$43.95	
4	70	\$39.73		\$9.90	\$7.71	\$0.00	\$57.34	
5	80	\$45.40		\$9.90	\$7.71	\$0.00	\$63.01	
Notes: Steps - 2000 hrs; Step 4 w/lic 75%, Step 5 w/lic 85% Step 4 w/lic \$52.59, Step 5 w/lic \$57.44								
Apprentice to Journeyworker Ratio:1:3								
PNEUMATIC CONTROLS (TEMP.)			09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
PLUMBERS LOCAL 4			03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
			09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
			03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"								
PNEUMATIC DRILL/TOOL OPERATOR			06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
LABORERS - ZONE 2			12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
			06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
			12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
			06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
			12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
			06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
			12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
			06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
			12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21
For apprentice rates see "Apprentice- LABORER"								
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)			06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)			12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
			06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
			12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
			06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
			12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"								

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	06/01/2024	\$39.53	\$9.65	\$18.40	\$0.00	\$67.58
	12/01/2024	\$40.86	\$9.65	\$18.40	\$0.00	\$68.91
	06/01/2025	\$42.25	\$9.65	\$18.40	\$0.00	\$70.30
	12/01/2025	\$43.63	\$9.65	\$18.40	\$0.00	\$71.68
	06/01/2026	\$45.07	\$9.65	\$18.40	\$0.00	\$73.12
	12/01/2026	\$46.51	\$9.65	\$18.40	\$0.00	\$74.56
	06/01/2027	\$47.96	\$9.65	\$18.40	\$0.00	\$76.01
	12/01/2027	\$49.41	\$9.65	\$18.40	\$0.00	\$77.46
	06/01/2028	\$50.91	\$9.65	\$18.40	\$0.00	\$78.96
	12/01/2028	\$52.41	\$9.65	\$18.40	\$0.00	\$80.46
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 2 (HEAVY & HIGHWAY)</i>	06/01/2024	\$39.53	\$9.40	\$17.55	\$0.00	\$66.48
	12/01/2024	\$40.86	\$9.40	\$17.55	\$0.00	\$67.81
	06/01/2025	\$42.25	\$9.40	\$17.55	\$0.00	\$69.20
	12/01/2025	\$43.63	\$9.40	\$17.55	\$0.00	\$70.58
	06/01/2026	\$45.07	\$9.40	\$17.55	\$0.00	\$72.02
	12/01/2026	\$46.51	\$9.40	\$17.55	\$0.00	\$73.46
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$36.17	\$15.30	\$16.40	\$0.00	\$67.87
	12/01/2024	\$37.12	\$15.30	\$16.40	\$0.00	\$68.82
	06/01/2025	\$37.97	\$15.30	\$16.40	\$0.00	\$69.67
	12/01/2025	\$38.92	\$15.30	\$16.40	\$0.00	\$70.62
	06/01/2026	\$39.78	\$15.30	\$16.40	\$0.00	\$71.48
	12/01/2026	\$40.73	\$15.30	\$16.40	\$0.00	\$72.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 170 - Dauphinais (Bellingham)</i>	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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2024	\$38.78	\$9.65	\$18.40	\$0.00	\$66.83
	12/01/2024	\$40.11	\$9.65	\$18.40	\$0.00	\$68.16
	06/01/2025	\$41.50	\$9.65	\$18.40	\$0.00	\$69.55
	12/01/2025	\$42.88	\$9.65	\$18.40	\$0.00	\$70.93
	06/01/2026	\$44.32	\$9.65	\$18.40	\$0.00	\$72.37
	12/01/2026	\$45.76	\$9.65	\$18.40	\$0.00	\$73.81
	06/01/2027	\$47.21	\$9.65	\$18.40	\$0.00	\$75.26
	12/01/2027	\$48.66	\$9.65	\$18.40	\$0.00	\$76.71
	06/01/2028	\$50.16	\$9.65	\$18.40	\$0.00	\$78.21
	12/01/2028	\$51.66	\$9.65	\$18.40	\$0.00	\$79.71
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	08/01/2024	\$51.03	\$13.03	\$21.70	\$0.00	\$85.76
	02/01/2025	\$52.28	\$13.03	\$21.70	\$0.00	\$87.01
	08/01/2025	\$53.78	\$13.03	\$21.70	\$0.00	\$88.51
	02/01/2026	\$55.03	\$13.03	\$21.70	\$0.00	\$89.76

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ROOFER - Local 33								
Effective Date -			08/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$25.52		\$13.03	\$6.52	\$0.00	\$45.07	
2	60	\$30.62		\$13.03	\$21.70	\$0.00	\$65.35	
3	65	\$33.17		\$13.03	\$21.70	\$0.00	\$67.90	
4	75	\$38.27		\$13.03	\$21.70	\$0.00	\$73.00	
5	85	\$43.38		\$13.03	\$21.70	\$0.00	\$78.11	
Effective Date -			02/01/2025					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$26.14		\$13.03	\$6.52	\$0.00	\$45.69	
2	60	\$31.37		\$13.03	\$21.70	\$0.00	\$66.10	
3	65	\$33.98		\$13.03	\$21.70	\$0.00	\$68.71	
4	75	\$39.21		\$13.03	\$21.70	\$0.00	\$73.94	
5	85	\$44.44		\$13.03	\$21.70	\$0.00	\$79.17	
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			08/01/2024	\$51.28	\$13.03	\$21.70	\$0.00	\$86.01
ROOFERS LOCAL 33			02/01/2025	\$52.53	\$13.03	\$21.70	\$0.00	\$87.26
			08/01/2025	\$54.03	\$13.03	\$21.70	\$0.00	\$88.76
			02/01/2026	\$55.28	\$13.03	\$21.70	\$0.00	\$90.01
For apprentice rates see "Apprentice- ROOFER"								
SHEETMETAL WORKER			07/01/2024	\$40.98	\$12.20	\$18.74	\$2.13	\$74.05
SHEETMETAL WORKERS LOCAL 63			01/01/2025	\$42.23	\$12.20	\$18.74	\$2.13	\$75.30

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.44	\$5.49	\$4.86	\$0.85	\$29.64
2	50	\$20.49	\$6.10	\$5.40	\$0.94	\$32.93
3	55	\$22.54	\$6.71	\$9.71	\$1.15	\$40.11
4	60	\$24.59	\$7.32	\$9.71	\$1.23	\$42.85
5	65	\$26.64	\$7.93	\$9.71	\$1.31	\$45.59
6	70	\$28.69	\$8.54	\$9.71	\$1.39	\$48.33
7	75	\$30.74	\$9.15	\$9.71	\$1.47	\$51.07
8	80	\$32.78	\$9.76	\$17.66	\$1.78	\$61.98
9	85	\$34.83	\$10.37	\$17.66	\$1.86	\$64.72
10	90	\$36.88	\$10.98	\$17.66	\$1.94	\$67.46

Effective Date - 01/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.00	\$5.49	\$4.86	\$0.85	\$30.20
2	50	\$21.12	\$6.10	\$5.40	\$0.94	\$33.56
3	55	\$23.23	\$6.71	\$9.71	\$1.15	\$40.80
4	60	\$25.34	\$7.32	\$9.71	\$1.23	\$43.60
5	65	\$27.45	\$7.93	\$9.71	\$1.31	\$46.40
6	70	\$29.56	\$8.54	\$9.71	\$1.39	\$49.20
7	75	\$31.67	\$9.15	\$9.71	\$1.47	\$52.00
8	80	\$33.78	\$9.76	\$17.66	\$1.78	\$62.98
9	85	\$35.90	\$10.37	\$17.66	\$1.86	\$65.79
10	90	\$38.01	\$10.98	\$17.66	\$1.94	\$68.59

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.53	\$15.07	\$18.67	\$0.00	\$74.27
	12/01/2024	\$40.53	\$15.07	\$20.17	\$0.00	\$75.77
	01/01/2025	\$40.53	\$15.57	\$20.17	\$0.00	\$76.27
	06/01/2025	\$41.53	\$15.57	\$20.17	\$0.00	\$77.27
	12/01/2025	\$41.53	\$15.57	\$21.78	\$0.00	\$78.88
	01/01/2026	\$41.53	\$16.17	\$21.78	\$0.00	\$79.48
	06/01/2026	\$42.53	\$16.17	\$21.78	\$0.00	\$80.48
	12/01/2026	\$42.53	\$16.17	\$23.52	\$0.00	\$82.22
	01/01/2027	\$42.53	\$16.77	\$23.52	\$0.00	\$82.82
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2024	\$69.04	\$11.51	\$23.30	\$0.00	\$103.85
	10/01/2024	\$70.84	\$11.51	\$23.30	\$0.00	\$105.65
	03/01/2025	\$72.64	\$11.51	\$23.30	\$0.00	\$107.45

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

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.16	\$11.51	\$12.90	\$0.00	\$48.57
2	40	\$27.62	\$11.51	\$13.70	\$0.00	\$52.83
3	45	\$31.07	\$11.51	\$14.50	\$0.00	\$57.08
4	50	\$34.52	\$11.51	\$15.30	\$0.00	\$61.33
5	55	\$37.97	\$11.51	\$16.10	\$0.00	\$65.58
6	60	\$41.42	\$11.51	\$16.90	\$0.00	\$69.83
7	65	\$44.88	\$11.51	\$17.70	\$0.00	\$74.09
8	70	\$48.33	\$11.51	\$18.50	\$0.00	\$78.34
9	75	\$51.78	\$11.51	\$19.30	\$0.00	\$82.59
10	80	\$55.23	\$11.51	\$20.10	\$0.00	\$86.84

Effective Date - 10/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$24.79	\$11.51	\$12.90	\$0.00	\$49.20
2	40	\$28.34	\$11.51	\$13.70	\$0.00	\$53.55
3	45	\$31.88	\$11.51	\$14.50	\$0.00	\$57.89
4	50	\$35.42	\$11.51	\$15.30	\$0.00	\$62.23
5	55	\$38.96	\$11.51	\$16.10	\$0.00	\$66.57
6	60	\$42.50	\$11.51	\$16.90	\$0.00	\$70.91
7	65	\$46.05	\$11.51	\$17.70	\$0.00	\$75.26
8	70	\$49.59	\$11.51	\$18.50	\$0.00	\$79.60
9	75	\$53.13	\$11.51	\$19.30	\$0.00	\$83.94
10	80	\$56.67	\$11.51	\$20.10	\$0.00	\$88.28

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TERRAZZO FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	08/01/2024	\$63.44	\$11.49	\$23.59	\$0.00	\$98.52
	02/01/2025	\$64.74	\$11.49	\$23.59	\$0.00	\$99.82
	08/01/2025	\$66.89	\$11.49	\$23.59	\$0.00	\$101.97
	02/01/2026	\$68.24	\$11.49	\$23.59	\$0.00	\$103.32
	08/01/2026	\$70.44	\$11.49	\$23.59	\$0.00	\$105.52
	02/01/2027	\$71.84	\$11.49	\$23.59	\$0.00	\$106.92

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.72	\$11.49	\$23.59	\$0.00	\$66.80
2	60	\$38.06	\$11.49	\$23.59	\$0.00	\$73.14
3	70	\$44.41	\$11.49	\$23.59	\$0.00	\$79.49
4	80	\$50.75	\$11.49	\$23.59	\$0.00	\$85.83
5	90	\$57.10	\$11.49	\$23.59	\$0.00	\$92.18

Effective Date - 02/01/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$32.37	\$11.49	\$23.59	\$0.00	\$67.45
2	60	\$38.84	\$11.49	\$23.59	\$0.00	\$73.92
3	70	\$45.32	\$11.49	\$23.59	\$0.00	\$80.40
4	80	\$51.79	\$11.49	\$23.59	\$0.00	\$86.87
5	90	\$58.27	\$11.49	\$23.59	\$0.00	\$93.35

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$49.81	\$9.65	\$18.22	\$0.00	\$77.68
	12/01/2024	\$51.28	\$9.65	\$18.22	\$0.00	\$79.15
	06/01/2025	\$52.78	\$9.65	\$18.22	\$0.00	\$80.65
	12/01/2025	\$54.28	\$9.65	\$18.22	\$0.00	\$82.15
	06/01/2026	\$55.83	\$9.65	\$18.22	\$0.00	\$83.70
	12/01/2026	\$57.33	\$9.65	\$18.22	\$0.00	\$85.20
	For apprentice rates see "Apprentice- LABORER"					
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.60	\$9.65	\$18.22	\$0.00	\$73.47
	12/01/2024	\$47.07	\$9.65	\$18.22	\$0.00	\$74.94
	06/01/2025	\$48.57	\$9.65	\$18.22	\$0.00	\$76.44
	12/01/2025	\$50.07	\$9.65	\$18.22	\$0.00	\$77.94
	06/01/2026	\$51.62	\$9.65	\$18.22	\$0.00	\$79.49
	12/01/2026	\$53.12	\$9.65	\$18.22	\$0.00	\$80.99
	For apprentice rates see "Apprentice- LABORER"					
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	06/01/2024	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	12/01/2024	\$46.95	\$9.65	\$18.22	\$0.00	\$74.82
	06/01/2025	\$48.45	\$9.65	\$18.22	\$0.00	\$76.32
	12/01/2025	\$49.95	\$9.65	\$18.22	\$0.00	\$77.82
	06/01/2026	\$51.50	\$9.65	\$18.22	\$0.00	\$79.37
	12/01/2026	\$53.00	\$9.65	\$18.22	\$0.00	\$80.87
	For apprentice rates see "Apprentice- LABORER"					
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$55.41	\$15.30	\$16.40	\$0.00	\$87.11
	12/01/2024	\$56.85	\$15.30	\$16.40	\$0.00	\$88.55
	06/01/2025	\$58.13	\$15.30	\$16.40	\$0.00	\$89.83
	12/01/2025	\$59.57	\$15.30	\$16.40	\$0.00	\$91.27
	06/01/2026	\$60.85	\$15.30	\$16.40	\$0.00	\$92.55
	12/01/2026	\$62.29	\$15.30	\$16.40	\$0.00	\$93.99
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.82	\$15.07	\$18.67	\$0.00	\$74.56
	12/01/2024	\$40.82	\$15.07	\$20.17	\$0.00	\$76.06
	01/01/2025	\$40.82	\$15.57	\$20.17	\$0.00	\$76.56
	06/01/2025	\$41.82	\$15.57	\$20.17	\$0.00	\$77.56
	12/01/2025	\$41.82	\$15.57	\$21.78	\$0.00	\$79.17
	01/01/2026	\$41.82	\$16.17	\$21.78	\$0.00	\$79.77
	06/01/2026	\$42.82	\$16.17	\$21.78	\$0.00	\$80.77
	12/01/2026	\$42.82	\$16.17	\$23.52	\$0.00	\$82.51
	01/01/2027	\$42.82	\$16.77	\$23.52	\$0.00	\$83.11
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$57.71	\$9.65	\$19.00	\$0.00	\$86.36
	12/01/2024	\$59.18	\$9.65	\$19.00	\$0.00	\$87.83
	06/01/2025	\$60.68	\$9.65	\$19.00	\$0.00	\$89.33
	12/01/2025	\$62.18	\$9.65	\$19.00	\$0.00	\$90.83
	06/01/2026	\$63.73	\$9.65	\$19.00	\$0.00	\$92.38
	12/01/2026	\$65.23	\$9.65	\$19.00	\$0.00	\$93.88
	For apprentice rates see "Apprentice- LABORER"					

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	06/01/2024	\$59.71	\$9.65	\$19.00	\$0.00	\$88.36
	12/01/2024	\$61.18	\$9.65	\$19.00	\$0.00	\$89.83
	06/01/2025	\$62.68	\$9.65	\$19.00	\$0.00	\$91.33
	12/01/2025	\$64.18	\$9.65	\$19.00	\$0.00	\$92.83
	06/01/2026	\$65.73	\$9.65	\$19.00	\$0.00	\$94.38
	12/01/2026	\$67.23	\$9.65	\$19.00	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$49.78	\$9.65	\$19.00	\$0.00	\$78.43
	12/01/2024	\$51.25	\$9.65	\$19.00	\$0.00	\$79.90
	06/01/2025	\$52.75	\$9.65	\$19.00	\$0.00	\$81.40
	12/01/2025	\$54.25	\$9.65	\$19.00	\$0.00	\$82.90
	06/01/2026	\$55.80	\$9.65	\$19.00	\$0.00	\$84.45
	12/01/2026	\$57.30	\$9.65	\$19.00	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	06/01/2024	\$51.78	\$9.65	\$19.00	\$0.00	\$80.43
	12/01/2024	\$53.25	\$9.65	\$19.00	\$0.00	\$81.90
	06/01/2025	\$54.75	\$9.65	\$19.00	\$0.00	\$83.40
	12/01/2025	\$56.25	\$9.65	\$19.00	\$0.00	\$84.90
	06/01/2026	\$57.80	\$9.65	\$19.00	\$0.00	\$86.45
	12/01/2026	\$59.30	\$9.65	\$19.00	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	06/01/2024	\$40.24	\$15.07	\$18.67	\$0.00	\$73.98
	12/01/2024	\$40.24	\$15.07	\$20.17	\$0.00	\$75.48
	01/01/2025	\$40.24	\$15.57	\$20.17	\$0.00	\$75.98
	06/01/2025	\$41.24	\$15.57	\$20.17	\$0.00	\$76.98
	12/01/2025	\$41.24	\$15.57	\$21.78	\$0.00	\$78.59
	01/01/2026	\$41.24	\$16.17	\$21.78	\$0.00	\$79.19
	06/01/2026	\$42.24	\$16.17	\$21.78	\$0.00	\$80.19
	12/01/2026	\$42.24	\$16.17	\$23.52	\$0.00	\$81.93
	01/01/2027	\$42.24	\$16.77	\$23.52	\$0.00	\$82.53
VOICE-DATA-VIDEO TECHNICIAN <i>ELECTRICIANS LOCAL 96</i>	09/01/2024	\$35.29	\$13.99	\$17.57	\$0.00	\$66.85
	09/07/2025	\$36.12	\$14.98	\$17.91	\$0.00	\$69.01
	09/06/2026	\$37.04	\$15.96	\$18.27	\$0.00	\$71.27

Apprentice - VOICE-DATA-VIDEO TECHNICIAN - Local 96

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.65	\$13.99	\$4.41	\$0.00	\$36.05
2	55	\$19.41	\$13.99	\$4.46	\$0.00	\$37.86
3	60	\$21.17	\$13.99	\$17.15	\$0.00	\$52.31
4	65	\$22.94	\$13.99	\$17.20	\$0.00	\$54.13
5	70	\$24.70	\$13.99	\$17.25	\$0.00	\$55.94
6	75	\$26.47	\$13.99	\$17.30	\$0.00	\$57.76
7	80	\$28.23	\$13.99	\$17.36	\$0.00	\$59.58
8	85	\$30.00	\$13.99	\$17.41	\$0.00	\$61.40

Effective Date - 09/07/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.06	\$14.98	\$4.51	\$0.00	\$37.55
2	55	\$19.87	\$14.98	\$4.57	\$0.00	\$39.42
3	60	\$21.67	\$14.98	\$17.48	\$0.00	\$54.13
4	65	\$23.48	\$14.98	\$17.53	\$0.00	\$55.99
5	70	\$25.28	\$14.98	\$17.59	\$0.00	\$57.85
6	75	\$27.09	\$14.98	\$17.64	\$0.00	\$59.71
7	80	\$28.90	\$14.98	\$17.70	\$0.00	\$61.58
8	85	\$30.70	\$14.98	\$17.75	\$0.00	\$63.43

Notes:

Apprentice to Journeyworker Ratio:1:1

WAGON DRILL OPERATOR	06/01/2024	\$39.28	\$9.65	\$18.40	\$0.00	\$67.33
LABORERS - ZONE 2	12/01/2024	\$40.61	\$9.65	\$18.40	\$0.00	\$68.66
	06/01/2025	\$42.00	\$9.65	\$18.40	\$0.00	\$70.05
	12/01/2025	\$43.38	\$9.65	\$18.40	\$0.00	\$71.43
	06/01/2026	\$44.82	\$9.65	\$18.40	\$0.00	\$72.87
	12/01/2026	\$46.26	\$9.65	\$18.40	\$0.00	\$74.31
	06/01/2027	\$47.71	\$9.65	\$18.40	\$0.00	\$75.76
	12/01/2027	\$49.16	\$9.65	\$18.40	\$0.00	\$77.21
	06/01/2028	\$50.66	\$9.65	\$18.40	\$0.00	\$78.71
	12/01/2028	\$52.16	\$9.65	\$18.40	\$0.00	\$80.21

For apprentice rates see "Apprentice- LABORER"

WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	06/01/2024	\$38.78	\$9.65	\$17.80	\$0.00	\$66.23
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/01/2024	\$40.11	\$9.65	\$17.80	\$0.00	\$67.56
	06/01/2025	\$41.50	\$9.65	\$17.80	\$0.00	\$68.95
	12/01/2025	\$42.88	\$9.65	\$17.80	\$0.00	\$70.33
	06/01/2026	\$44.32	\$9.65	\$17.80	\$0.00	\$71.77
	12/01/2026	\$45.76	\$9.65	\$17.80	\$0.00	\$73.21

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2024	\$56.03	\$15.30	\$16.40	\$0.00	\$87.73
	12/01/2024	\$57.48	\$15.30	\$16.40	\$0.00	\$89.18
	06/01/2025	\$58.78	\$15.30	\$16.40	\$0.00	\$90.48
	12/01/2025	\$60.23	\$15.30	\$16.40	\$0.00	\$91.93
	06/01/2026	\$61.53	\$15.30	\$16.40	\$0.00	\$93.23
	12/01/2026	\$62.98	\$15.30	\$16.40	\$0.00	\$94.68
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS LOCAL 4</i>	09/01/2024	\$55.35	\$9.90	\$17.42	\$0.00	\$82.67
	03/01/2025	\$56.75	\$9.90	\$17.42	\$0.00	\$84.07
	09/01/2025	\$58.15	\$9.90	\$17.42	\$0.00	\$85.47
	03/01/2026	\$59.55	\$9.90	\$17.42	\$0.00	\$86.87
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

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.

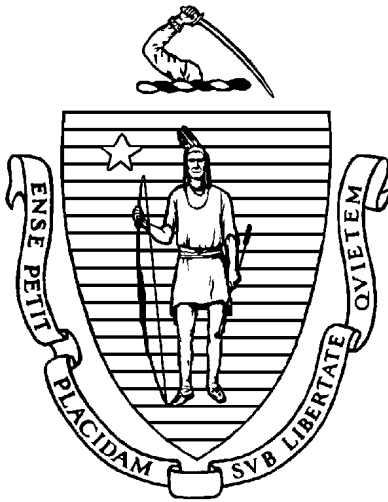
*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** 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**

**2025 - 046 Handicap Accessible Stair Lift Replacement
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581**

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

1. A photo copy 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: **2025 - 046 Handicap Accessible Stair Lift Replacement**
Allen Hall
288 Lyman Street
Westborough, Massachusetts 01581

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 _____, 2024.

(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.

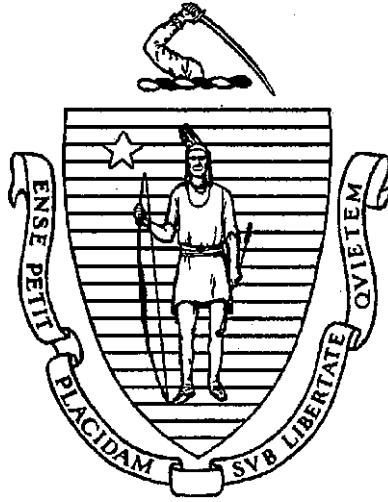
*****Please note that all BID documents must be uploaded into COMMBUYS*****

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 those 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)
- Authorized Signatory Listing Form (choose 1 below and complete)
 - Notarized Signature for Individual, Sole-Proprietor or Single Member LLC
 - Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
- 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
For Projects Not Exceeding \$150,000**

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 _____.

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 **ninety (90) calendar days**.

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 (\$.00). 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____.

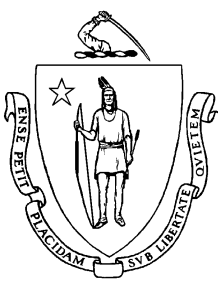
(Seal)
(Print Name of General Contractor)

(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 FORM

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

Notarized Signature for Individual, Sole-Proprietor or Single Member LLC (must match Form W-9 tax classification)

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number)
-----------------------	---

INSTRUCTIONS: Any Contractor, sole-proprietor, or an individual, must provide a notarized signature of the authorized person who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf.

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.

Signature (ink on paper) Contractor Signature as it will appear on contract or other documents (Complete only in presence of notary)	
Print Signatory's full legal name	Title

Certificate of Acknowledgement of Notary Public	
Before me, the undersigned notary public, the above named individual proved to me through satisfactory evidence of identification, to be the person whose name is signed above and acknowledged to me that (he)/(she) signed for its stated purpose.	
Print Notary Name	Notary Signature (ink on paper)
Date	My commission expires on

AFFIX NOTARY SEAL/STAMP

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



Commonwealth of Massachusetts

CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
(must match Form W-9 tax classification)**

Contractor Legal Name	Contractor Vendor/Customer Code (if available, not the Taxpayer Identification Number or Social Security Number)
-----------------------	--

INSTRUCTIONS: 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.)

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.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional “wet signature” (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory’s hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address

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.

I certify that I am a responsible authorized officer of 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 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.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature	Date
Print Name	Phone Number
Title	Email Address

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



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

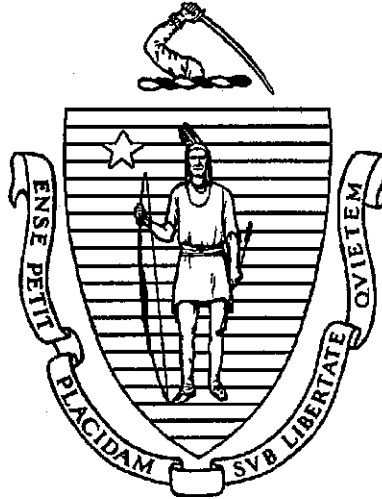
- Enter the name and title of a contact person who can answer questions about the information submitted on this EFT form.
- Enter the contact person's telephone number. Enter the contact person's e-mail address.

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 Subject to M.G.L. c. 149, §§ 44A-F**

GENERAL CONDITIONS OF THE CONTRACT
TABLE OF CONTENTS

ARTICLE I: DEFINITION OF TERMS	6
ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS	9
1. Execution.....	9
2. Scope of Work.....	9
3. Interpretation.....	9
4. Distribution of Work.....	10
ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT	11
1. Designer.....	11
2. Right of Access to Work.....	11
3. Inspection No Waiver.....	11
ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR	12
1. Review of Contract Documents and Field Conditions.....	12
2. Supervision and Construction Procedures; Coordination; Cutting, and Patching.....	12
3. Superintendent.....	13
4. Labor.....	14
5. Notices and Permits.....	14
6. Lines, Marks Etc.	15
7. Excavation.....	15
8. Dewatering/Hoisting/Staging.....	15
9. Corrections to The Work; Inspection No Bar to Subsequent Corrections.....	15
10. Sanitary Facilities.....	16
11. Temporary Offices.....	16

12. Contract Documents and Samples at the Site.....	16
13. Telephones, Data Lines, and Wi-Fi.....	17
14. Health, Safety, and Accident Prevention.....	17
15. Debris and Chemical Waste.....	20
16. Weather Protection (M.G.L. c. 149, §§ 44F(1) and 44G)	20
17. Furnishings and Equipment.....	21
18. Form for Subcontract.....	21
19. Sales Tax Exemption and Other Taxes.....	21
20. Final Cleaning.....	21
21. Maintenance Data.....	22
22. Closeout Procedures.....	22
23. Risk of Loss.....	22
24. LEED Requirements.....	22
25. Electronic Project Management System.....	23
26. Drugs/Alcohol.....	23
 ARTICLE V: MATERIALS AND EQUIPMENT	 23
1. Materials Generally.....	23
2. Shop Drawings, Product Data, and Samples.....	23
3. Tests.....	25
4. "Or Equal" Submissions.....	25
5. Delivery and Storage of Materials; Inspection.....	26
6. Defective, Damaged, or Deteriorated Materials and Rejection Thereof.....	28
 ARTICLE VI: PROSECUTION AND PROGRESS	 28
1. Beginning, Progress Schedule, and Completion of Work.....	28
2. Failure To Complete Work On Time - Liquidated Damages.....	30
3. Delays; Statutory Provisions (M.G.L. c. 30, § 39O)	31
4. Use and Occupancy Prior to Final Acceptance.....	32
5. Certificate of Substantial Completion.....	32
6. Final Acceptance of the Work.....	34
7. One Year Warranty Repair List and Inspection.....	35
 ARTICLE VII: CHANGES IN THE WORK	 35
1. Change Orders Generally.....	35
2. Methods of Computing Equitable Adjustments.....	36
3. Work Performed under Protest.....	38
4. False Claims, Statutory Provisions Regarding Changes.....	39
5. Mandatory Mediation.....	41
 ARTICLE VIII: PAYMENT PROVISIONS	 41
1. Schedule of Values.....	41
2. Payment Liabilities of the Contractor.....	42
3. Retention of Moneys by Awarding Authority.....	42
4. Applications for Payment.....	43
5. Periodic Payments (M.G. L. c. 30, § 39K)	44
6. Payment of Subcontractors (M.G.L. c. 30, § 39F)	46
7. Contracts For Public Works governed by M.G.L. c. 30,	49

§39G.....	52
8. Final Payment; Release of Claims by Contractor.....	52
ARTICLE IX: GUARANTEES AND WARRANTIES	52
1. General Warranty.....	52
2. Special Guarantees and Warranties.....	53
ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS	53
1. Contractor to Be Informed.....	53
2. Compliance with All Laws.....	53
ARTICLE XI: CONTRACTOR'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c. 30, § 39R)	59
1. Definitions.....	59
2. Record Keeping.....	59
3. Statement of Management Controls.....	60
4. Annual Financial Statement.....	60
5. Bid Pricing Materials.....	60
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM [EXECUTIVE ORDERS 524 & 565] (See Appendix A)	61
ARTICLE XIII: GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES [M.G.L. C. 7C, § 6 & EXECUTIVE ORDERS 524 & 565] (See Appendix B)	61
ARTICLE XIV: INSURANCE REQUIREMENTS	61
1. Insurance Generally.....	61
2. Contractor's Commercial General Liability.....	62
3. Automobile Liability.....	63
4. Contractor's Pollution Liability.....	63
5. Worker's Compensation.....	64
6. Builder's Risk/ Installation Floater/ Stored Materials.....	64
7. Umbrella Coverage.....	65
8. Additional Types of Insurance	65
ARTICLE XV: INDEMNIFICATION	66
1. Generally.....	66
2. Designer's Actions.....	66
3. Survival.....	66
ARTICLE XVI: PERFORMANCE AND PAYMENT BONDS	67
1. Contractor Bonds.....	67
2. Subcontractor Bonds.....	67
ARTICLE XVII: TERMINATION OF THE CONTRACT	68
1. Termination for Cause.....	68
2. Termination for Convenience.....	69

3. Contractor's Duties upon Termination for Convenience....	70
ARTICLE XVIII: MISCELLANEOUS PROVISIONS	70
1. No Assignment by Contractor.....	70
2. Non-Appropriation.....	70
3. Claims by Others Not Valid.....	71
4. No Personal Liability by Public Officials.....	71
5. Severability.....	71
6. Choice of Laws.....	71
7. Standard Forms.....	71
8. No Waiver of Subsequent Breach.....	71
9. Remedies Cumulative.....	71
10. Notices.....	72
11. Additional Information.....	72
12. Information Confidential.....	72
13. Consequential Damages.....	73
14. Conflict of Interest.....	73
15. Sexual Harassment and Workplace Violence Prevention...	73

APPENDICES

APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM	75
1. Compliance Generally.....	75
2. Non-Discrimination and Affirmative Action.....	75
3. Liaison Committee, Reports and Records.....	76
4. Sanctions.....	77
APPENDIX B GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES	79
1. Goals.....	79
2. MBE/WBE Participation Credit.....	79
3. Establishing MBE/WBE Status.....	80
4. Subcontractors With MBE/WBEs.....	80
5. Performance of Contract Work by MBE/WBEs.....	80
6. Notification of Changes in MBE/WBE Work.....	80
7. Actions Required If There Is A Reduction in MBE/WBE Participation.....	81
8. Suspension of Payment and/or Performance for Noncompliance.....	82
9. Liquidated Damages; Termination.....	82
10. Reporting Requirements.....	83
11. Awarding Authority's Right to Waive Provision of this Article.....	83

- ~~Form of Subcontract MGL c.149 §44F~~
- ~~Procedure for Payment to Contractors~~
- ~~Payment Voucher Input~~
- ~~Requisition for Payment (DCAMM Form S1b) and Instructions~~
- ~~DCAMM Instructions and Procedure for Payment for Construction Contractors, including sample Schedule of Values~~
- 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 109/17 rev~~
- ~~Request and Agreement for a Change in the Plans~~
- Request and Agreement for a 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

**END OF TABLE OF CONTENTS.
REMAINDER OF PAGE INTENTIONALLY BLANK.**

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, § 390 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>

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

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 _____ By _____
Firm Name Authorized Signature Date

III. DCAMM REVIEW (This Section To Be Completed By DCAMM-EM Team)

- (a) _____ Approved as Submitted (d) Operating Agency letter Attached _____
(b) _____ Unilaterally Approved as Adjusted (e) Resident Engineer letter Attached _____
Revised Price add / (deduct) _____
Revised Time Extension _____ Calendar Days (f) Lead Design firm letter Attached _____
(c) _____ Disapproved; Returned to PM by Contractor by _____

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 _____
☐ Project Manager ☐ Deputy Director ☐ Director ☐ Deputy Commissioner

Date _____

DCAMM Change Order Number _____

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

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
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:	\$	-	\$	-
----------------	----	---	----	---

Vs. 8/20/2021

Duration: -31 Days

Current Invoice No: **XX Partial**

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.*



SPECIFICATIONS FOR

**ALLEN HALL
STAIR LIFT REPLACEMENT**

288 LYMAN STREET
WESTBOROUGH, MA 01581

CONTRACT # DMH 2024-069

SEPTEMBER 6, 2024
Project Manual

VAV INTERNATIONAL, INC.
400 Cummings Park Dr # 4700
Woburn, MA 01801

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

PROFESSIONAL SEALS

<u>Mechanical Engineer</u>	<u>Electrical Engineer</u>
VAV INTERNATIONAL, INC. 400 Cummings Park Dr # 4700 Woburn, MA 01801 	OWL Engineers 105 Abbot Street Andover, MA 01810 
<u>Architect</u>	
William Sloan Associates, Architects 551 Main Street Winchester, MA 1890 (781) 729-2910 	

END OF PROFESSIONAL SEALS

TABLE OF CONTENTS

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS - Issued by DMH

Professional Seals Page

DIVISION 01 - GENERAL REQUIREMENTS

Section 011000	Summary
Section 012299	Unit Prices (Not Used)
Section 012300	Alternates (Not Used)
Section 013200	Construction Progress Documentation
Section 013300	Submittal Requirements
Section 014000	Quality Requirements
Section 014200	References
Section 014325	Testing Agency Services
Section 015000	Temporary Facilities and Controls
Section 016000	Product Requirements
Section 017700	Contract Closeout

DIVISION 02 - EXISTING CONDITIONS

Section 024100	Demolition
----------------	------------

DIVISION 04 - MASONRY

Section 042000	Unit Masonry
----------------	--------------

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

Section 061000	Rough Carpentry
----------------	-----------------

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

Section 078413	Penetration Firestopping
----------------	--------------------------

DIVISION 09 - FINISHES

Section 092600	Gypsum Veneer Plastering
Section 093000	Tiling
Section 099000	Painting and Coating

DIVISION 14 – CONVEYING EQUIPMENT

Section 144213	Inclined Platform Wheelchair Lifts
----------------	------------------------------------

DIVISION 26 - ELECTRICAL

Section 260001	Electrical Work
----------------	-----------------

END OF TABLE OF CONTENTS

SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- 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 Article V of the GENERAL CONDITIONS OF THE CONTRACT.

1.2 REQUIREMENTS INCLUDED

- A. This Section includes requirements for the following:
 - 1. Work under this Contract.
 - 2. Work Sequence.
 - 3. Examination of Site and Documents.
 - 4. Contractor Qualifications.
 - 5. Contract Method.
 - 6. Supervision of Work.
 - 7. Use of Premises.
 - 8. Coordination.
 - 9. Field Engineering.
 - 10. Reference Standards.
 - 11. Preconstruction Conference.
 - 12. Project Meetings.
 - 13. Permits, Inspection, and Testing Required by Governing Authorities.
 - 14. Cutting, Coring, Patching, Unless Otherwise Indicated.
 - 15. Debris Removal.
 - 16. Field Measurements.
 - 17. Safety Regulations.
 - 18. OSHA Safety and Health Course Documentation.
 - 19. Damage Responsibility.
 - 20. Owner Furnished Products.
 - 21. User Agency Occupancy.
 - 22. Asbestos and Hazardous Materials Discovery.
 - 23. Special Requirements.
 - 24. List of Drawings.

1.3 WORK UNDER THIS CONTRACT

- A. The project work consists of the REPLACEMENT of TWO STAIRLIFTS. The PROJECT shall be constructed so as to meet all requirements of the Contract Documents, including, but not limited to, the plans and specifications for Massachusetts Department of Health Project # DMH 2024-069, ALLEN HALL STAIRLIFT REPLACEMENT AT 288 LYMAN STREET, WESTBOROUGH, MA.
- B. General Project Information : Replacement of two stairlifts and related work.
- C. The work will include all operations necessary to deliver the REPLACEMENT of TWO STAIRLIFTS and related work in a fully installed and operable condition and obtaining all necessary licenses, permits, and certificates.
- D. The scope of work, without limiting the generality thereof, includes all labor, materials, equipment and services required to perform the work described fully in the Drawings and Specifications and includes, but is not limited to the following major work:
- Replacement of two (2) Inclined Platform Wheelchair Lifts: The decommissioning, removal, and installation of two (2) new Inclined Platform Wheelchair Lifts identified as WCL1 & WCL2. The Scope of Work includes related Elevator Controls and General Construction, including Demolition, Electrical, alterations and patching of building finishes.**
- E. Construction shall be classified as ALTERATIONS LEVEL 1.
- F. Reference To Drawings: The work to be done under this Contract is shown on the Drawings listed at the end of this Section.
- G. The Contractor shall provide a schedule for completion of the project to DMH within the construction period set forth in the Contract.
- H. The Massachusetts Standard Labor Wage rates contained in the Contract Documents, as updated on an annual basis, will be used throughout the construction of this project.

1.4 WORK SEQUENCE

- A. The Work will be conducted in the following sequence of construction to maintain access and operation of elevators in the occupied building during construction. (Verify)
1. Pre-Construction 120 days
 2. Construction Phasing
 - a. WCL1 2-3 weeks
 - b. WCL2 2-3 weeks
 - c. Punchlist 1-3 weeks
 3. Project Closeout 5 days

1.5 EXAMINATION OF SITE AND DOCUMENTS

- A. For information related to a pre-bid conference, if any, refer to the Bid Instructions for Bidders as amended.
- B. Bidders interested in visiting the site to visually inspect the location of the work and existing conditions that may affect new work may only visit the site on a non-holiday weekday pre-arranged and agreed to by and with the DMH Project Manager.
- C. The 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. The Contractor and Subcontractor acknowledge that they are familiar with the conditions and requirements of the contract documents where they require, in any part of the work a given result to be produced, and that the contract documents are adequate and will produce the required results
- D. For questions submit to Fred Bergstrom DMH Project Manager, fred.e.bergstrom@mass.gov.

1.6 CONTRACTOR QUALIFICATION

- A. The Contractor must be currently certified by the Division of Capital Asset Management and Maintenance (DCAMM) for **GENERAL BUILDING CONSTRUCTION**.
- B. It is the firm's responsibility to obtain the necessary forms from DCAMM and make application to DCAMM not less than three weeks prior to advertised bid opening for DCAMM to evaluate the application and issue the required Certificate of Eligibility.

1.7 CONTRACT METHOD

- A. Work under this contract shall be lump sum price, for the scopes of work as described in these specifications and shown on the Drawings.

1.8 SUPERVISION OF 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.

1.9 USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated within the construction fence shown on the site drawings. Coordinate work of all trades required outside the construction fence boundary shown on the site drawings. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy and use by the public (if applicable).
 - 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Schedule and perform work to afford minimum of interruption to normal and continuous operation of utility systems. The Contractor shall submit to DMH and the Designer for approval, proposed schedule for performing work; including construction of new utilities, re-routing of existing utilities and final connection of new work to existing work. Schedule shall indicate shutdown time required for each operation.
 - 1. Work includes checking all safety devices to verify that they have come back on-line after interruption. This requirement will not be waived.
- C. The Contractor shall notify the DMH and Operating Agency in writing, 72 hours in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the Operating Agency.
- D. Coordinate with DMH and the Designer, work in connection with adjacent driveways, walks, or other facilities which would prevent access thereto or interrupt, restrict, or otherwise infringe upon the Operating Agency's use thereof.
- E. The Contractor shall be aware of the sensitivity of the neighborhood organizations to noise, dust, debris, vibration, and site maintenance and take appropriate precautions to avoid conflict.
- F. Contractor, Subcontractors shall protect existing structures, surfaces, equipment and furnishing, and the like, and installed work to avoid any damage. Damage to existing work, if caused by the Contractor's operations under this Contract, shall be repaired at no cost to DMH.
 - 1. An existing conditions survey shall be conducted, with the Designer, the DMH Project Manager, and User Agency representatives, at which existing conditions will be videotaped by the Contractor. A copy of the videotape will be provided to the DMH Project Manager.
- G. Trenching and other work outside construction limits shall be expedited to fullest extent and carried out with minimum of inconvenience to normal operation of the Operating Agency and public traffic. Walks, paved or landscaped areas over which temporary driveways cross, shall upon completion of the work, be restored to their original condition. Temporary roadways shall be bridged over trenched areas. Filing is required for a DMH issued trench permit.

- H. The Contractor can gain access to the premises during the hours specified below. In addition the Contractor and his personnel will limit themselves only within the working premises during working hours. If work needs to be scheduled during times other than those listed below, Contractor shall inform the DMH Project Manager one week prior to work.
1. Deliveries: **7:30 am to 2:30 pm.**
 2. General Access: **7:00 am to 3:00 pm.**
- I. Confine operations at the site to areas permitted by:
1. Laws
 2. Ordinances
 3. Permits
 4. Contract Documents
 5. DMH and User Entity Regulations.
 6. DMH and User Entity Requirements.
- J. If required by User Agency or the DMH Project Manager, workers will be required to wear identifying name badges. In secure areas, submit names of workers for clearing by the DMH Project Manager.
- K. Contractor shall supervise the use of the site related to construction and be responsible for correcting any damage identified by the DMH Project Manager to the DMH Project Manager's satisfaction.
1. An existing conditions survey shall be conducted, with the Designer, The DMH Project Manager, and User Agency representatives, at which existing conditions will be videotaped by the Contractor. A copy of the videotape will be provided to the DMH Project Manager.
- L. All available existing utilities adjacent to the construction site will be available for use during construction unless indicated otherwise. Temporary connections to these utilities, all metering, transformers, removal, usage, and their associated costs will be the responsibility of the appropriate Subcontractor.
1. Utilities Available for use During Construction:
 - a. Electrical, water
- M. The Contractor shall verify that Subcontractors have visited the site and included all costs associated with the location of the project, and any restriction or limitations the location of the project may pose.
- N. The Contractor, Subcontractors shall at all times conduct their operations in a courteous, professional manner while on the project or in the vicinity of the project. Sexual or other harassment, offensive language or behavior will not be permitted on the site.

1.10 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 persons 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.
 - 1. Examine Contract Documents in advance of start of construction and identify in writing questions, irregularities or interference to the DMH Project manager in writing. Failure to identify and address such issues in advance becomes the sole responsibility of the Contractor. A conflict that would cause the reduction of the normal ceiling height of any occupied space is considered to be interference.
- B. Execute the work in an orderly and careful manner with due regard to the occupants of the facility, the public, the employees, and the normal function of the facility.
- C. The work sequence shall follow planning and schedule established by the Contractor as approved by the Designer and the DMH Project Manager. The work upon the site of the project shall commence promptly and be executed with full simultaneous progress. Work operations which require the interruption of utilities, service, and access shall be scheduled so as 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 as detailed by the Designer and as necessary for smooth transitions not noticeable in the finished work.

1.11 FIELD ENGINEERING

- A. Provide field engineering services; establish grades, lines and levels, by use of recognized engineering survey practices. All field engineering surveying shall be performed by a licensed Land Surveyor registered in the Commonwealth of Massachusetts.
- B. The Contractor shall survey and submit exact dimensional layouts as required. Engage and pay for the services of a Massachusetts Registered Surveyor acceptable to the DMH Project Manager to locate and protect control and reference points.

1.12 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 Section 014200 - 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.

1.13 PRE-CONSTRUCTION CONFERENCE

- A. In accordance with the Contract Documents, a pre- construction conference to review the work will be conducted by the DMH Project Manager prior to commencing construction on the site.
- B. Representatives of the following shall be required to attend this conference:
 - 1. DMH
 - 2. Designer
 - 3. Contractor
 - 4. All Subcontractors
 - 5. Applicable Municipal Agencies
- C. 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.

1.14 PROJECT MEETINGS

- A. Project meetings shall be held on a weekly basis and as required subject to the discretion of the DMH Project Manager.
- B. As a prerequisite for monthly payments, ordering schedules, shop drawing submitted 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 and Designer.
- 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 Designer.
- F. Minutes of the project meetings shall be prepared by the Designer and shall be distributed to all present. The Designer's meeting minutes shall be the only official meeting record.

1.15 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 Designer, the DMH Project Manager or his/her designated representative, and such Authority timely notice (5 business days minimum) of its readiness so the Designer 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 all fees required by public entities for the due and faithful performance of the work and which may arise incidental to the fulfilling of this Contract, including, but not limited to, fees associated with permits, inspections, and connections. As such, all fees, charges, and assessments in connection with the above shall be paid by the Contractor.
 - D. The Contractor shall maintain at the site, for the duration of construction operations, at least one (1) up-to-date copy of all relevant codes and standards listed in the Contract Documents or determined to be applicable to the work. One (1) copy of such codes shall be for the exclusive use of DMH and the Designer and its Consultants, and shall be kept in the Contractor's site office.
 - E. The Contractor shall provide all information required by the building official(s) and shall secure the general building permit for the work promptly on award of the Contract. The Contractor shall conform to all conditions and requirements of the permit and code enforcement authority. The Contractor shall provide names and license numbers of its responsible representatives to complete the application for permit, and shall receive the permit and promptly distribute copies to DMH and the Designer.
 - F. Contractor and specialized Subcontractors as applicable shall identify all permits (other than general building permit) required from Authorities having jurisdiction over the Project for the construction and occupancy of the work. The Contractor shall, working with specialized Subcontractors as applicable, prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner, and shall furnish the required information to the Building Official and obtain the required permits as early as practicable after award of the Contract.
1. The Contractor shall display all permit cards as required by the Authorities, and shall deliver legible photocopies of all permits to DMH's Project Manager and the Designer promptly upon their receipt.

2. The Contractor shall arrange for all inspections, testing and approvals required for all permits, and shall notify the Designer and DMH's Resident Engineer of such inspections at least three (3) business days in advance (longer if so required in the various Sections of the Specifications), so they may arrange to observe.
3. The Contractor shall comply with all conditions and provide all notices required by all permits.
4. The Contractor shall perform and/or arrange for and pay for all testing and inspections required by the Governing Codes and Authorities, other than those provided by DMH, and shall notify the Designer and DMH's Resident Engineer of such inspections at least three (3) business days in advance of all such testing or inspection, so they may arrange to observe.
5. Where Inspecting Authorities require corrective work for conformance with applicable Codes and Authorities, the Contractor shall notify DMH and promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case the Contractor shall proceed in accordance with the procedures for modifications or changes in the work established in the Contract Documents, as amended.

1.16 CUTTING, CORING, AND PATCHING, UNLESS OTHERWISE INDICATED

- A. The Contractor shall coordinate all cutting, coring, fitting and patching of the 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 shown on the Drawings and Specifications. The Subcontractor shall perform all cutting, coring or patching as applicable to their Work.
- B. The Contractor shall coordinate the work of the Subcontractors so as not to endanger any existing work by any cutting, coring, or excavating. No Subcontractor work shall endanger or alter the work of any other Subcontractor except with the written consent of the Designer.
- C. The Contractor shall submit a written request to Designer 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, including, but not limited to all building systems.
 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, alteration, or excavation.
 - d. Effect on other ongoing projects, facilities operations, or Project structure, weatherproof integrity or building systems.
 - e. Description of proposed work:
 - f. Alternatives to cutting and patching.
 - g. Cost proposal, when applicable.

- h. Written permission of any separate subcontractor whose work will be affected (if requested by DMH).
- 7. Should conditions of Work or the schedule indicate a change of products from original installation, Contractor shall submit request for substitution.
- 8. Upon approval by DMH for such cutting or coring, the Contractor shall provide written notice to Designer designating date and time the affected work will be performed 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. Core drill openings through concrete work.
 - b. Prior to cutting and structural steel or concrete work, contact Designer and Project Structural Engineer in writing. Do not cut any structural steel and concrete work until approval has been granted by the Designer and the Project Structural Engineer.
- 2. Employ original installer or fabricator to perform cutting and patching for:
 - a. Weather-exposed or moisture-resistant elements.
 - b. Sight-exposed finished surfaces.
- 3. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- 4. Restore work which has been cut or removed; install new products matching existing to provide completed Work in accordance with requirements of Contract Documents.
- 5. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 6. Patch with seams which are durable and as invisible as possible. Flash and seal all penetration of exterior work. Comply with specified tolerances for the work.
- 7. 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.
 - a. Where patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch.
- 8. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - a. For continuous surfaces, refinish to nearest intersection.
 - b. For an assembly, refinish entire unit.

E. Existing Utilities Services:

- 1. Interruptions to critical existing utility services is not permitted without prior notice and written approval by DMH and others as may be required by DMH. Any such notifications must be submitted to DMH no later than two (2) weeks prior to the proposed interruption.
 - a. Sanitary sewer, storm drainage, and water changeovers as affecting existing services shall be done with no disruptions of existing services and scheduling of such work will require approval in writing by the User Agency.
 - b. All relocation of existing electrical, telephone, and gas services that are utility company owned shall be performed by the respective utility company, and the cost of any charges for such work shall be paid by the Contractor. All utility

installations and relocation shall be the responsibility of the Contractor. Coordination of all of the aforesaid work is the responsibility of the Contractor.

2. The Contractor shall locate and record on Drawings all existing utilities along the course of the work by such means as the Designer and the DMH Project Manager may approve, and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the Contractor's responsibility to notify the proper authorities and/or utility company before interfering with the existing utilities.
3. Existing utilities that are indicated on the Drawings or whose locations are made known to the Contractor prior to excavations, though accuracy and information as to grades and elevations may be lacking, shall be protected from damage during the excavation and backfilling operations and, if damaged by the Contractor, it shall be repaired by the Contractor at his/her own expense.
4. All exposed conduits, wires, and/or cables shall be provided with sufficient protection and support to prevent failure, fraying, or damage due to backfilling or other construction operations.
5. The Contractor shall not obstruct access to existing active utility system manholes and catch basins which continue to serve facilities other than the project construction site. The Contractor shall exercise measures as necessary to prevent the placement of impediments that limit continuous access by authorized utility company or User Agency maintenance personnel and shall be required to reimburse the utility company or User Agency for any expense incurred as a result of need to remove any such impediments to access.

F. Dig-Safe:

1. Within the Commonwealth, "Dig-Safe" (Dig Safe Systems, Inc.) is the name of the Utility Underground Plant Damage Prevention Authority. Dig-Safe can be contacted via www.digsafe.com or by calling 1-888-DIGSAFE (344-7233) or dialing 811. Contractors must notify "Dig-Safe" of contemplated excavation, demolition, or explosive work in public or private ways, and any utility company right-of-way easement. Notification must be made at least seventy-two (72) hours prior to the work, but not more than sixty (60) days before the contemplated work.
2. The Owner requires that notification to "Dig-Safe" as required by their website with confirmation of such notification to the Designer and the DMH Project Manager.
3. "Dig-Safe" is required to respond to the notice within seventy-two (72) hours from the time said notice is received by designating at the locus the location of pipes, mains, wires, or conduits.
4. Contractors shall not commence with work until "Dig-Safe" has responded as noted above.
5. Prior to the "Dig-Safe" notification, the Owner requires Contractors to provide their Superintendent with current "Dig-Safe" regulations, and a copy of Massachusetts General Laws, Chapter 82, Section 40

1.17 DEBRIS REMOVAL

- A. The Contractor shall coordinate the removal of all demolition and construction waste by the Subcontractor from the job site on a daily basis. Waste shall be segregated for recycling.

- B. Debris shall be legally disposed of in a D.E.P. approved disposal site. The site to be used shall be submitted to and approved by the DMH Project Manager prior to the start of construction. All required dumping permits shall be obtained prior to start of construction. Contractor shall submit receipts from the disposal site(s) as evidence of legal disposal. The responsible contractor shall pay the cost of any charges for debris removal.
- C. The Contractor shall bear responsibility for maintaining the building and site clean and free of debris, leaving all work in clean and proper condition satisfactory to DMH and the Designer. The Contractor shall ensure that each of the Subcontractors clean up during and immediately upon completion of their daily work. Clean up includes the following tasks:
 - 1. Remove all rubbish, waste, tools, equipment, appurtenances caused by and used in the execution of work.
 - 2. Clean up of surface in work area.
- D. Prevent the accumulation of debris at the construction site, storage areas, parking areas, and along access roads and haul routes.
- E. Provide containers for deposit of debris and schedule periodic collection and disposal of debris.
- F. Prohibit overloading of trucks to prevent spillage on access and haul routes.
- G. The Contractor shall be responsible for proper disposal of all construction debris leaving the site.

1.18 FIELD MEASUREMENTS

- A. Although care has been taken to ensure their accuracy, the dimensions shown for existing items and structures are not guaranteed. It is the responsibility of the Contractor to verify these dimensions in the field before fabricating any construction component. No claims for extra payment due to incorrect dimensions will be considered by DMH.

1.19 SAFETY REGULATIONS

- A. This project is subject to compliance with Public Law 91 596 "Occupational Safety and Health Act" latest edition (OSHA 29 CFR 1926), with respect to all rules and regulations pertaining to construction, including Volume 36, numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor and all other applicable laws.
- B. Submit the name of the Contractor's safety officer to the DMH Project Manager. Submit copies of safety reports to the DMH Project Manager monthly.
- C. All accident reports are to be transmitted to the Resident Engineer within 24 hours of occurrence.

1.20 OSHA SAFETY AND HEALTH COURSE DOCUMENTATION

- A. OSHA Safety and Health Course Documentation Records: M.G.L. 30 s 39S 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 of Contractors' and Subcontractors' on-site employees at all levels whether stationed in the trailer or working in the field.
- B. Documentation records shall be initially compiled by the Contractor and Subcontractors as part of their certified payrolls, and the Contractor shall create and maintain a copy of the documentation on site at all times and the employer shall submit a copy with the certified payrolls to DMH's Compliance system. On-site documentation shall be filed in alphabetical order and immediately available to DMH's Project Manager and OSHA inspectors. Fines imposed for non-compliance shall be promptly paid by the Contractor at no additional expense to DMH. Delays in the progress of the Work caused by such non-compliance will not be acceptable as the basis for an extension of contract time or change order request.

1.21 DAMAGE RESPONSIBILITY

- A. The Contractor shall repair, at no cost to DMH, any damage to building elements, site appurtenances, landscaping, utilities, etc. caused during demolition operation and work of this Contract.

1.22 OWNER FURNISHED PRODUCTS

- A. Products indicated "N.I.C." (Not in Contract), or "E. O." (Equipment by Owner), or "O.F.O.I." (Owner Furnished Owner Installed), or other similar acronyms as defined in the contract documents will be furnished and installed by the Owner. Coordination and provision of service lines for such products shall be included under these Construction Contract Documents, if indicated. Final connections from service lines to equipment will be by the Owner, unless otherwise indicated

1.23 USER AGENCY OCCUPANCY

- A. Beneficial Use and Occupancy: Refer to requirements in Section 017700 - CONTRACT CLOSEOUT, Par. 1.7.
- B. Use and Occupancy: When the project is Substantially Complete (with all work affecting health, safety, and function totally completed, and with less than one percent (<1%) of the contract value remaining) and ready for Use and Occupancy as determined by the Designer, the DMH Project Manager and the Operating Agency, then the User Agency will take control of their building area(s) and be responsible for operating costs and security.

1.24 ASBESTOS AND HAZARDOUS MATERIALS DISCOVERY

- A. If unanticipated asbestos-containing materials or other Hazardous Materials not included in Contract are discovered at any time during the course of work, the Contractor shall cease work in the affected areas only and continue work in other areas, at the same time notify DMH and the Designer of such discovery. Do not proceed with work in such affected areas until written instructions are received. If removal is required, payment will be made in accordance with the contract unit prices bid for each respective material. In the absence of unit prices, costs shall be negotiated or otherwise established prior to commencement of removal, in accordance with provisions of the Contract.

1.25 SPECIAL REQUIREMENTS

- A. The Contractor shall prepare a Health and Safety Plan that addresses protection of employee and public health and safety. The minimum contents of the Plan are specified in Section 013300 – SUBMITTAL REQUIREMENTS.
- B. The Contractor shall be solely responsible for implementing the procedures specified in the Plan.
- C. The Contractor shall make available complete sets of personal protective equipment and clothing to DMH for use during site observations/inspections by DMH and the Designer. These shall be supplied and maintained at no cost to DMH and the Designer, and shall be returned to the Contractor upon the completion of work, except for disposable protective clothing.
 - 1. The Contractor shall provide a repository for collection and disposal of health and safety materials. Collection and disposal of contaminated disposable supplies shall be at no additional cost.
- D. CORI FORMS
 - 1. The firm must provide detailed information and resumes for the proposed staff the bidder intends to utilize as project manager, service technicians and any other necessary staff, as well as the identity of all sub-contractors, consultants and testing companies the Contractor intends to utilize under this Contract. At a minimum, the information provided and the accompanying resume for personnel should include the following: 1) the full name of the proposed staff member; 2) their role under this Contract; 3) a detailed description of each staff member's previous five years or more of employment, including the actual buildings and types of facilities they have serviced and a description of the equipment they have maintained; 4) the name(s) and address(es) of the companies for whom the proposed staff previously worked; and the name(s) and current telephone number(s) of their immediate supervisors. For subcontractors, consultants, and testing companies: provide the name of the company, a list of its prior relevant project experience on at least five projects, and references for the projects listed. All proposed staff must be willing to submit to a Criminal Offender Registry Information (CORI) check and only those with CORI check results satisfactory to DMH will be permitted access to Contracted Buildings. **CORI forms must be resubmitted for all Contractor's staff working on this Contract and sub-contractors for each year of the Contract.**

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

1.26 LIST OF DRAWINGS

A1	BASEMENT AND FIRST FLOOR PLANS AND ELEVATIONS
E1	ELECTRICAL LEGEND AND NOTES
E2	ELECTRICAL PART PLANS AND DETAILS
VT1	WHEELCHAIR LIFT PLANS AND SECTIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013200

CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Procedures and requirements for submission and review of progress schedules and reports.
- B. Related Work: The following items are not included in this Section and are specified under the designated Sections:
 - 1. CONTRACT AND GENERAL CONDITIONS:
 - a. Failure to complete the Work on time - liquidated damages.
 - 2. Section 011000 – SUMMARY:
 - a. Project meetings.
 - 3. Section 013300 - SUBMITTAL REQUIREMENTS:
 - a. Project reports.
 - b. Schedule of values.
 - c. Shop drawings, product data, and samples.
 - 4. Section 015000 - TEMPORARY FACILITIES AND CONTROLS:
 - a. Construction Office.

1.3 CONSTRUCTION SCHEDULE

- A. General Contractor shall prepare and submit for Designer and MCC's information a Progress Schedule for the work of the project. Said schedule will be maintained and coordinated with the Contractor's Work Plan to include all sequencing of the project work.

1.4 CONSTRUCTION PROGRESS SCHEDULING

- A. General Contractor's Schedule Requirements are contained herein, and are to be provided to DMH by the General Contractor.
 - 1. General Schedule Requirements
 - a. Upon the finalization of the agreement, signified by issuance of the DMH Notice to Proceed with Construction, the General Contractor shall develop a Project

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

Schedule. The schedule shall show the sequence and interdependence of activities required and shall reflect the manner in which actual work will be performed, and identify critical path of work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013300

SUBMITTAL REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Shop drawings, products data, samples, submittal logs (shop drawings and samples, RFI, NOI, PCO, CO and SK drawings), weather protection (if applicable), schedule of values, and schedule of submittals (within 20 days of NTP with construction).

1.3 SCHEDULE OF VALUES

- A. Prior to the first request for payment, the Contractor shall submit to the Designer and the DMH Project Manager, a 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 based upon the progress of the work among other things under each Section. The schedule shall be prepared in such form as specified or as the Designer or the DMH Project Manager may approve, and it shall include data to substantiate its accuracy. 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 the Designer and the DMH Project Manager and shall be used only as a basis for the Contractor's request for payment.

1.4 SHOP DRAWINGS, PRODUCTS DATA, AND SAMPLES

- A. General:
 - 1. Review and submit to the Designer and where outlined below to the DMH Project Manager, shop drawings, project data and samples required by Specifications Sections in hard and electronic copies.
 - 2. No submissions made by FAX will be accepted.
 - 3. The Construction Manager, within the time frame stated in Section 013200 – CONSTRUCTION PROGRESS DOCUMENTATION after the Pre-Construction Meeting, shall prepare and submit for the Designer and the DMH Project Manager's approval, a Schedule of Shop Drawings, Product Data and Samples required to be

submitted for the Work. The schedule shall indicate, by trade, the date by which final approval of each item must be obtained, and shall be revised as required by conditions of the Work, subject to the DMH Project Manager's approval. The Schedule of Shop Drawings, Product Data and Samples shall correspond with the construction schedule so that the submissions relate to the time when the products and/or systems will be required on the site. Neither the Designer nor the DMH Project Manager will approve a schedule that calls for out-of-sequence submittals.

B. Shop Drawings:

1. Original drawings shall be prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate some portion of the Work, showing fabrication, layout, setting, or erection of details.
 - a. Shop drawings shall be prepared by a qualified detailer.
 - b. Details shall be identified by reference to sheet and detail numbers indicated on Contract Drawings.
 - c. Maximum sheet size shall be 30-inch by 42-inch.
2. Submit the information listed above in both hard and electronic format.

C. Product Data:

1. Manufacturers' catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data. Provide manufacturer's catalogue sheet, specification for each product and other pertinent data as required under the individual specification.
 - a. Modify product data submittals to delete information which is not applicable to the project.
 - b. Supplement standard information to provide additional information applicable to the project.
 - c. Clearly mark each copy to identify pertinent materials, products, or models.
 - d. Show dimensions and clearances required.
 - e. Show performance characteristics and capacities.
 - f. Show wiring diagrams and controls.
2. All such data shall be specific and identification of material or equipment submitted shall be clearly made in ink. Data of general nature will not be accepted.
3. Product Data shall be accompanied by transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself.
4. Submit the information listed above in both hard and electronic format.

D. Samples: Provide samples of finishes at the project as required by individual Specification section. Install sample complete and finished.

1. Physical samples shall illustrate materials, equipment, or workmanship, and shall establish standards by which work is judged. After review and approval, samples may be used in construction of project if not retained for comparison
 - a. Office samples of sufficient size and quantity shall clearly illustrate:
 - 1) Functional characteristics of product or material, with integrally related parts and attachment devices.
 - 2) Full range of color samples (including standard and premium ranges).

- 3) After review and approval by Designer and the DMH Project Manager, samples may be used in construction of project if not retained for comparison.
 - b. Field Samples and Mock-ups:
 - 1) Not used.
 2. Unless otherwise specified in the individual Section, the Contractor shall submit two labeled specimens of each Sample.
 3. Samples shall be of adequate size to permit proper evaluation of material. Where variations in color or in other characteristics are to be expected, samples shall show the maximum range of variation. Materials exceeding the variation of the approved samples will not be approved on the Work.
 4. Samples which can be conveniently mailed shall be sent directly to the Designer, accompanied by transmittal notice. On the transmittal notice the Contractor shall stamp his approval of samples submitted.
 5. All other samples shall be delivered at the field office of the DMH Resident Engineer with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval, shall be mailed concurrently to the Designer and the DMH Project Manager to confirm their receipt thereof.
 6. If sample is rejected by the Designer, a new sample shall be resubmitted in a timely manner as specified above. This procedure shall be repeated until the sample is approved in writing by the Designer.
 7. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not specified in the Specifications, at no additional cost to the Commonwealth
- E. Not used.

1.5 CONTRACTOR'S RESPONSIBILITIES:

- A. Review shop drawings, product data and samples prior to submission. Verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with the Specifications. Clearly identify deviations from conformance with the specifications. Identifying deviations does not constitute acceptance by the Designer or DMH Project Manager of such deviations, or their impact on cost or schedule. Deviations which impact cost or schedule must be submitted as a Change Order, clearly identifying the reason for the deviation and including a comparison with the specified products.
 5. Integration with adjoining work.
 6. Delivery schedule.
- B. All shop drawings prepared by Subcontractors shall be processed through the Contractor. The Contractor shall check all the shop drawings for conformity with the Contract Documents and particularly for field measurements and proper fit with adjoining work prior to submitting same to the Designer for approval. Certification shall appear on each shop drawing stating that the

Contractor has made its check. Format and content of the Contractor's certification stamp shall be subject to approval by the DMH Project Manager and the Designer and shall include, but not be limited to:

1. The Term "By Others" shall not be used on shop drawings, the Contractor shall state by whom related items are to be furnished and/or installed.
 2. The Designer reserves the right to reject and return to the Contractor, without examination, any shop drawings which have not been previously checked and certified as outlined above, which carry the term "by other" or such vague reference, which are difficult to read, or which in any way are obviously not in conformity with Contract Requirements.
 3. Shop drawings shall show materials, design, dimensions, connections and other details necessary to ensure that they accurately interpret the Contract Documents and shall also show adjoining work in such detail as required to provide proper connection with same.
 4. The Designer will check and approve shop drawings only for conformance with the design concept and for compliance with information given in the Contract Documents. Approval of shop drawings by the Designer will not release the Contractor from his responsibility for furnishing same of proper dimensions, size quantity and quality to effectively perform the work and carry out the requirements and intent of Contract Documents.
 5. Such approval will not relieve the Contractor from responsibility for errors of any sort in the shop drawings, nor for the proper coordination of any submittal with all other work. If the shop drawings deviate, or are intended to deviate, from the Contract Documents, the Contractor shall so advise the Designer in writing at the time the shop drawings are submitted, stating the difference in value between the Contract requirements and that denoted by said shop drawings.
 6. The Contractor shall assume full liability for delay attributed to insufficient time for delivery and/or installation of material or performance of the work when approval of pertinent shop drawing is withheld due to the failure of the Contractor to submit, revise, or resubmit shop drawings in adequate time to allow the Designer and the DMH Project Manager a reasonable time, not to exceed twenty-one (21) calendar days, for normal checking and processing of each submission or resubmission.
- C. Coordinate each submittal with requirements of Contract Documents, including but not limited to, identifying specification section references.
- D. Notify the Designer in writing at the time of submission, of deviations in submittals from requirements of Contract Documents or previous submissions.
- E. Work that requires submittals shall not commence unless submitted with Designer's stamp and initials or signature indicating review and approval, and DMH Project Manager's initials or signature of concurrence indicate review and approval.
1. No work shall be started in the shop or on the job, or materials delivered to the site, until pertinent shop drawings have been approved by the Designer and the DMH Project Manager.
- F. After aforesaid review and approval, distribute copies.

- G. Maintain two (2) copies of each approved submittal at the project site. One for the Contractor and one for the DMH Resident Engineer.

1.6 SUBMISSION REQUIREMENTS:

- A. General: All submittals shall be made to the Designer's Office. The quantity and make-up of submittals shall be as established by the Designer; however, two (2) additional copies of all submittals shall be transmitted to the DMH Project Manager at the same time that such submittals are transmitted to the Designer. The Designer will log and distribute submittals for review by his consultant engineers. The Contractor shall distribute all shop drawings directly to the Designer. All submittals shall be in hard and electronic versions.
- B. Make submittals promptly in accordance with approved schedules, and in such sequence as to cause no delay in the work.
- C. Submit number of samples specified in each Section of the Specifications.
- D. Submittals shall include:
1. Date and revision dates.
 2. Project title and number.
 3. The names of:
 - a. Designer;
 - b. Contractor;
 - c. Subcontractor;
 - d. Supplier;
 - e. Manufacturer;
 - f. Separate detailer when pertinent.
 4. Identification of product or material.
 5. Location of work and relation to adjacent structure or materials.
 6. Field dimensions clearly identified as such.
 7. Specification Section number and specific paragraph under which item is specified.
 8. Submission number.
 9. Applicable standards, such as ASTM number.
 10. A blank space, five-inch by four-inch, for the Designer's stamp.
 11. Contractor's remarks. Identify exceptions or deviations from Contract Documents and reasons for them.
 - a. If shop drawings submitted by the Contractor indicate a departure from the Contract and the Designer deems it to be minor adjustment in the interest of DMH (subject to concurrence by the Contractor stating it does not involve a change in Contract Price or extension of time), the Designer may approve the submission, but the approval shall be subject to DMH review and acceptance of the Designer's recommendation.
 - b. The approval of DMH shall be inferred to contain in substance the following: The change is so ordered with the understanding that it does not involve any change in the Contract Price or Time, and that it is subject generally to all contract stipulations and covenants, and is without prejudice to any and all rights of DMH under the Contract.

12. Contractor's stamp, initialed or signed certifying review and approval of submittal.
 13. For each product include the following:
 - a. Manufacturer's Instructions
 - b. Certificates of Compliance
 - c. Warranties/Guarantees
 - d. Any other items as required in the applicable Specification
 14. Any other items as called for by the Designer, the DMH Project Manager or required by the manufacturers.
 15. The Designer reserves the right to ask for shop drawings for any or all items on the project, whether or not requested in individual specification sections, at no additional cost to the Commonwealth.
- E. Manufacturer's Instruction: When required in individual Specification Section, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing, in quantities specified for product data to the Designer, with one (1) copy submitted to the DMH Project Manager and one (1) copy to the DMH Resident Engineer. These copies are in addition to those materials required at Contract Closeout.
- F. Certificates of Compliance: Submit certificates of compliance with the associated Shop Drawings, Product Data, and Samples required for the product in quantities specified for certificates of compliance to the Designer, with one (1) copy submitted to the DMH Project Manager and one (1) copy to the DMH Resident Engineer. These copies are in addition to those materials required at Contract Closeout.
- G. Field Samples: Provide field samples of finishes at the project as required by individual Specification Section. Install sample complete and finished.
- H. Patterns and Colors: Submit accurate color charts and pattern charts to the Designer for review and selection whenever a choice of color or pattern is available in a specified product, unless the exact color and pattern of a product are indicated in the Contract Documents. Color and Pattern charts shall represent the manufacturer's complete standard offerings, except where Specifications limit the offerings by defining a particular series or product type which is normally limited in color and pattern availability. Color and Pattern charts shall be submitted in quantities specified with two (2) additional copies submitted to the DMH Project Manager and one (1) copy to the DMH Resident Engineer.
- 1.7 RESUBMISSION REQUIREMENTS
- A. Resubmission: Resubmission procedure shall follow the same procedures as the initial submittal with the following exceptions:
- B. Shop Drawings:
1. Transmittal shall contain the same information as the first transmittal except that the submission number shall change sequentially. The drawing number/description shall be identical as the first transmittal but the date shall be the revised date for that submission.
 2. No new material should be included on the same transmittal for the resubmission.

3. Indicate on drawings any changes which may have been made other than those requested by the Designer.

C. Product Data and Samples:

1. Submit any new data and samples as required from previous submittal.

1.8 THE DESIGNER'S REVIEWS AND DISTRIBUTION OF SUBMISSIONS

- A. The review period, for the Designer will not exceed twenty-one (21) calendar days from the established date of each submission indicated on the Schedule of Shop Drawings, Product Data and Samples, plus the additional time, if any, for distribution by the Contractor and receipt of submissions by the Designer and with copies to DMH. After the Designer's (and its consultant engineers) review, distribution shall be as stated herein.

1. If submittal is 'reviewed - no exceptions taken', or 'reviewed, make corrections noted', the DMH Project Manager shall compose a transmittal indicating the status. The Designer will then transmit the following:
 - a. One (1) copy of the submittal to the Contractor;
 - b. One (1) copy of the submittal together with the transmittal to DMH Project Manager;
 - c. One (1) copy of the submittal together with the transmittal to DMH Resident Engineer; and
 - d. Retain one (1) copy for Designer's records
 - e. The Contractor shall then distribute said submittals to appropriate Subcontractors.
2. If submittal is 'reviewed - revise and resubmit' or 'rejected', the Designer shall compose a transmittal indicating the status. The Designer will then transmit the following:
 - a. One (1) copy of the submittal to the Contractor;
 - b. One (1) copy of the submittal together with the transmittal to DMH Project Manager;
 - c. One (1) copy of the submittal together with the transmittal to DMH Resident Engineer; and
 - d. Retain one (1) copy for Designer's records
 - e. The Contractor shall then distribute said submittals to appropriate Subcontractors.
3. If a submittal is 'reviewed - no exceptions taken' or reviewed, make corrections noted' by the Designer, or approved as noted by the Designer, but the DMH Project Manager does not concur, a meeting between the Designer and the DMH Project Manager will immediately be established to resolve the impasse within the overall review period time frame (21 calendar days). The DMH Project Manager will have final authority as to the disposition of the submission. The Designer's position of approval (or disapproval) must be based on the contractual criteria of design intent, function, structure, and durability. The DMH Project Manager's contrary position must also be based on these criteria.
4. The Contractor is required to anticipate review time, including time for possible rejection and resubmission, in establishing Schedule dates.
 - a. The aforementioned time provided the Designer for checking shop drawings is from the date of receipt of shop drawings by the Designer to the mailing date of shop drawings returned to the Contractor by the Designer.

5. The Designer will process the submission and indicate the appropriate action on the submission and the transmittal. Incomplete or erroneous transmittals will be returned without action.
 6. The Designer will fill out transmittal in the following sequence:
 - a. Date received from Contractor.
 - b. Date returned to Contractor.
 - c. Action taken on submission.
 - d. Distribution, including number of copies distributed and type of material distributed (i.e., print, brochure or sample, etc.).
 - e. Designer's remarks (note major deviations from the Contract Documents).
- B. Designer's Review Procedure:
1. Stamped REVIEWED, "NO EXCEPTIONS TAKEN":
 - a. No corrections or resubmissions required, fabrication may proceed.
 2. Stamped REVIEWED, "MAKE CORRECTIONS NOTED":
 - a. If Contractor complies with noted corrections, fabrication may proceed. Submit corrected print for final review.
 - b. If, for any reason, the Contractor cannot comply with the noted corrections, fabrication shall not proceed and Contractor shall resubmit, following procedures outlined in this Section.
 3. Stamped REVIEWED, "REVISE AND RESUBMIT" OR "REJECTED":
 - a. Contractor shall revise and resubmit for review. Fabrication shall not proceed.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. General Contractor's Quality Assurance.
- B. General Contractor's Testing Responsibilities.
- C. DMH's independent agencies.
- D. Duties of the General Contractor's testing agencies.
- E. Welding (Not used)
- F. Field engineering.
- G. Examination of substrate.
- H. General Contractor's Quality Assurance and Quality Control Plan.

1.3 RELATED SECTIONS

- A. Section 014325 – TESTING AGENCY SERVICES:
 - 1. Testing to be performed by the Owner's Independent Testing Laboratory, exclusive of testing to be performed by the General Contractor.

1.4 GENERAL CONTRACTOR'S QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing services agencies, including independent testing laboratories, which are pre-qualified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.

- B. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the Commonwealth of Massachusetts.

1.5 GENERAL CONTRACTOR'S TESTING RESPONSIBILITIES

- A. The General Contractor shall provide inspections, tests and quality control services specified in individual specification Sections and required by governing authorities, except where they are specifically indicated to be solely the responsibility of a Subcontractor in the respective specification section or solely the responsibility of DMH.
- B. Engage and pay for the services of an independent agency acceptable to the DMH Project Manager to perform the specified inspections, testing, and quality control. Submit qualifications to the DMH Project Manager. General Contractor's testing agency/laboratory shall be licensed by the Commonwealth of Massachusetts Department of Public Safety.
- C. Re-testing: The General Contractor is responsible for re-testing where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Documents requirements, regardless of whether the original test or service was the General Contractor's responsibility.
- D. Substitutions, Suspicious Issues and Designer Initiated Testing: The General Contractor is responsible for inspections, tests and similar services for substitutions, suspicious issues identified by the General Contractor or DMH Project Manager, and testing initiated by the Designer.
- E. Associated Services: The General Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as required. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - 1. Provide access to the work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 2. Take adequate quantities or representative samples of materials that require testing or assist the agency in taking samples.
 - 3. Provide facilities for storage and curing of test samples and delivery of samples to testing laboratories.
 - 4. Provide the agency with a preliminary design mix proposed for use for material mixes that require control by the testing agency.
 - 5. Provide security and protection of samples and test equipment at the project site.

1.6 DMH'S INDEPENDENT TESTING AGENCIES

- A. DMH may engage an independent testing agency at its own expense to perform certain tests and similar services as set forth in Section 014325. Information provided by DMH's Independent Testing Agency shall be for the sole use of DMH's Project Manager, and shall not relieve the General Contractor of its responsibilities to provide its own quality control, to meet all requirements of the Contract and to provide a completed project free from construction defects.

- B. It is the General Contractor's responsibility to provide and pay for its own inspection and testing to assure quality control. General Contractor shall be responsible for coordinating its work with requirements of DMH's testing agencies, and shall provide reasonable services in support of facilitating work of DMH's testing agencies as required.

1.7 DUTIES OF THE GENERAL CONTRACTOR'S TESTING AGENCIES

- A. The General Contractor's independent testing agency engaged to perform inspections, sampling and testing of materials and construction shall cooperate with the Designer and General Contractor in performing its duties, and shall provide qualified personnel to perform required inspections and tests.
- B. The testing agency shall notify the Designer and General Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
- C. The testing agency shall not perform any duties of the General Contractor.
- D. The General Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

1.8 GENERAL CONTRACTOR'S QUALITY CONTROL REQUIREMENTS, GENERAL

- A. Maintain quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of the quality as specified.
- B. Comply fully with manufacturer's instructions, including each step in sequence.
- C. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform work by persons qualified to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortions, or disfigurement. Anchorage devices shall be labeled to allow for visual inspection and verification of type of anchorage device.

1.9 WELDING (Not used)

1.10 MANUFACTURER'S REPRESENTATIVES

- A. If required by specific Specification Sections, manufacturer's representative shall be present at the job site for supervision of work during installation of materials. Such representative shall be present during all aspects of construction to ensure proper installation of all applicable items. Refer to other sections of these specifications for additional requirements.

1.11 FIELD ENGINEERING

- A. Provide survey work as required to accurately establish working elevations for inclined lifts.
 - 1. General Contractor shall be held responsible for any damage incurred to DMH, due to incorrect laying out of the work. In the event that errors or discrepancies are discovered on the Drawings, the General Contractor shall immediately notify the Designer and no further work shall be performed until the discrepancy has been corrected by the Designer.

1.12 EXAMINATION OF SUBSTRATE

- A. Installers of materials, products or equipment shall:
 - 1. Examine base surfaces upon which materials, products or equipment are to be installed.
 - 2. Examine conditions upon which materials, products or equipment are to be installed.
 - 3. Where there is any question as to the dryness of a surface, test with a modern moisture-indicating machine.
 - 4. Notify the General Contractor, in writing, with a copy to the Designer, if conditions are detrimental to proper and timely construction and completion of the work.
- B. Do not proceed with work until unsatisfactory substrate, or not acceptable conditions have been corrected. Commencement of installation constitutes acceptance of substrate or base surfaces, and the cost of any corrective work due shall be borne by the installer applying his/her materials, products or equipment thereon.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DEFINITIONS

- A. General: Basic Contract definitions included in the General Conditions of the Contract are incorporated by reference.
- B. "Reviewed": When used to convey Designer's action on General Contractor's submittals, applications, and requests, "reviewed" is limited to Designer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Designer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, regulations, codes, decrees, requirements of governmental and quasi-governmental authorities, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work that Awarding Authority deems acceptable.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation by others, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.

REFERENCES

- I. "Project Site": Space available for performing construction activities subject to DMH and User Agency approval. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced in the Contract Documents. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated. In the event that the Contractor becomes aware of an update after the date of the Contract Documents which they believe may impact the Project, notify the DMH Project Manager and Designer in writing for resolution of such impact.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source, and have available on site for reference.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

AA	Aluminum Association, Inc. (The)
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ABAA	Air Barrier Association of America
ACI	ACI International (American Concrete Institute)
AGC	Associated General Contractors of America (The)
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standard Committee, Incorporated
AMCA	Air Movement and Control Association International, Inc.
ANSI	American National Standards Institute
APA	APA - The Engineered Wood Association
ARMA	Asphalt Roofing Manufacturers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME	ASME International

	(The American Society of Mechanical Engineers International)
ASTM	ASTM International
	(American Society for Testing and Materials International)
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association (The)
CDA	Copper Development Association
CISCA	Ceilings & Interior Systems Construction Association
CRI	Carpet & Rug Institute (The)
CSI	Construction Specifications Institute (The)
DHI	Door and Hardware Institute
EPA	Environmental Protection Agency (United States)
FM	Factory Mutual
FMRC	Factory Mutual Research
	(Now FM Global)
FSC	Forest Stewardship Council
GA	Gypsum Association
GANA	Glass Association of North America
GS	Green Seal
HPVA	Hardwood Plywood & Veneer Association
ICRI	International Concrete Repair Institute, Inc.
IESNA	Illuminating Engineering Society of North America
ILI	Indiana Limestone Institute of America, Inc.
ISO	International Organization for Standardization
ISSFA	International Solid Surface Fabricators Association
ITS	Intertek Testing Service NA
LEED	Leadership in Energy & Environmental Design (USGBC)
MFMA	Maple Flooring Manufacturers Association, Inc.
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association
NeLMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NFPA	NFPA
	(National Fire Protection Association)
NFRC	National Fenestration Rating Council
NOFMA	NOFMA: The Wood Flooring Manufacturers Association
	(Formerly: National Oak Flooring Manufacturers Association)
NRCA	National Roofing Contractors Association
NSF	NSF International
	(National Sanitation Foundation International)
NTMA	National Terrazzo & Mosaic Association, Inc. (The)
NWWDA	National Wood Window and Door Association
	(Now WDMA)
SDI	Steel Deck Institute
SGCC	Safety Glazing Certification Council

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
SSINA	Specialty Steel Industry of North America
SSPC	SSPC: The Society for Protective Coatings
TCA	Tile Council of America, Inc.
UL	Underwriters Laboratories Inc.
USGBC	U.S. Green Building Council
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association)
WWPA	Western Wood Products Association

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of current edition of Codes in the Commonwealth of Massachusetts.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014325

TESTING AGENCY SERVICES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 SUMMARY

- A. DMH may engage an independent testing agency at its own expense to perform certain testing, to confirm compliance with contract requirements and criteria described in the various Specification Sections and as the DMH Project Manager deems appropriate. It is the Contractor's responsibility to provide and pay for its own inspection and testing. See Section 014000.
- B. Refer also the list of testing below, and to individual Specification Sections for the types and frequency of testing that may be performed by DMH's independent testing laboratory.

1.3 RELATED SECTIONS

A. GENERAL CONDITIONS

- 1. Inspections and testing required by laws, ordinances, rules, regulations, or orders of public authorities.

B. Section 014000 – QUALITY REQUIREMENTS

- 1. Contractor's responsibility for testing services to maintain quality control.

1.4 DMH TESTING AGENCY SERVICES

A. DMH testing agency services may include, but not be limited to, the following:

- 1. Supplementary testing not required under 144213 Inclined Wheelchair Lifts.
- 2. Supplementary testing not required under 260001 Electrical
- 3. Others as required to demonstrate compliance with Contract requirements.

- B. Each independent inspection and testing agency engaged on the project shall be authorized by authorities having jurisdiction to operate in the Commonwealth of Massachusetts.

TESTING AGENCY SERVICES

1.5 ENGAGEMENT OF INDEPENDENT TESTING LABORATORY

- A. DMH may engage and pay for the services of independent inspectors and an independent testing laboratory to perform the services specified under various Sections of the Specifications.
- B. The services of a testing laboratory as specified in this Section is intended for the DMH Project Manager's verification of the Contractor's compliance with the requirements of the Contract Documents. This shall in no way relieve the Contractor of its responsibilities to provide its own quality control, to meet all requirements of the Contract and to provide a completed project free from construction defects.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel and provide access to the work and to fabricator's facilities as required for the performance of their testing.
- B. Provide Casual Labor and Facilities:
 - 1. To provide access to the work to be inspected or tested.
 - 2. To obtain and handle specimens at the site.
 - 3. To facilitate inspections and tests.
 - 4. To construct a storage box, on the site, of sufficient size to store cylinders which will afford protection required by ASTM C31.
- C. Shop Drawings: Provide a complete set of construction documents and shop and/or erection drawings for the items being inspected and tested.
- D. Samples:
 - 1. Provide the laboratory with preliminary representative samples of materials to be tested, in requested quantities.
 - 2. When the source, quality, or characteristic of an approved source changes or indicates lack of compliance with contract requirements, submit additional samples of materials to testing laboratory.
- E. Miscellaneous Reports, Lists: When requested by the Designer or testing laboratory, the Contractor shall immediately provide copies of mill reports, cutting lists, shipping bills, material bills, time and place of shipment of materials to shop and field, and any relevant data on pressure testing and investigations of materials.
- F. Notification:
 - 1. To facilitate the timely sequence of inspection and testing, the Contractor shall give advanced notification to the testing laboratory and the Designer that work has progressed to the point where inspection and testing may proceed.
 - 2. Advanced notification shall be 48 business hours (minimum) prior to commencement of activity requiring testing and inspection.

1.7 CONTRACTOR'S QUALITY CONTROL

- A. Services of testing laboratory retained by DMH is for verification of Contractor's compliance and, if such tests or inspection indicates failure to comply with these Contract Documents, the Contractor shall bear all costs associated with additional testing and inspection after the work has been corrected, to verify compliance.

1.8 PATCHING

- A. Areas where samples are taken for purposes of testing shall be patched by the Contractor to the satisfaction of the DMH Project Manager and the Designer-of-Record.

1.9 REPORTING OF RESULTS

- A. The testing laboratory shall document the values obtained in all tests, and shall indicate degree of compliance with the requirements of the Contract Documents.
- B. Notify all parties immediately in the event that test results indicate that strengths, required by the Contract Documents, will not be attained.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide temporary facilities and controls, including but not limited to the following:
1. Temporary Power.
 2. Hoisting Equipment and Machinery.
 3. Staging.
 4. Maintenance of Access.
 5. Dust Control.
 6. Noise Control.
 7. Enclosures.
 8. Cleaning During Construction.
 9. Field Offices.
 10. Telephone Service.
 11. Sanitary Facilities.
 12. Construction Barriers.
 13. Parking.
 14. Safety Protection.
 15. Vehicle and Equipment Protection.
 16. Fire Safety During Construction.
- B. Related Work: The following items are not included in this Section and are specified under the designated Sections:
- a. NA

1.3 TEMPORARY POWER

- A. DMH will provide electrical energy required for temporary light and power. The Electrical Subcontractor is required under Section 260001 - ELECTRICAL WORK, to provide temporary feeders of sufficient capacity from the local utility company, or from the institution power lines, at the point designated on the drawings, to provide for the electric light and power requirements of the Project while under construction and until the permanent feeders have been installed and are in operation.

- B. The Contractor and all subcontractors, individually, shall furnish all extension cords, sockets, motors, and accessories required for their work.
- C. All temporary wiring installed by the Electrical Filed Sub-Bid Contractor shall be removed after it has served its purpose. Use copper wire only.
- D. All relocations of temporary service to meet construction and/or phasing requirements shall be performed at no additional cost to the Commonwealth.

1.4 HOISTING EQUIPMENT AND MACHINERY

- A. All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work shall be furnished, installed, operated and maintained in safe condition by the individual subcontractors as applicable to their trade. All costs for hoisting operating services shall be borne by the subcontractors unless specifically excepted in the Contract Documents.

1.5 STAGING

- A. All staging, planking and scaffolding, exterior and interior, required for the proper execution of the work and over eight feet in height, shall be furnished, installed, and maintained by the Contractor. Individual subcontractors shall be responsible for notifying the Contractor for moving staging, planking and scaffolding with sufficient notice to allow the Construction Manager's timely response. The Contractor will be responsible for all potential costs from subcontractors if timely response is not provided.
 - 1. Erection and dismantling of staging shall be performed only by trained, certified, and experienced staging personnel qualified to perform such work.
 - 2. Copies of such certifications, clearly indicating qualifications, shall be provided to the DMH Resident Engineer prior to commencement of such erecting and dismantling work.
- B. All staging up to eight feet in height shall be provided by the individual subcontractors as applicable to their work.

1.6 MAINTENANCE OF ACCESS

- A. The Contractor shall provide and maintain for the duration of his contract, a means of access to, around and within the site, as indicated on the Contract Drawings, for vehicular traffic and authorized personnel. This means of access shall be construed to sustain the weight of equipment customarily engaged for use in construction projects of this type and magnitude. The Contractor shall, without additional compensation from the Commonwealth, furnish labor and materials as may be required from time to time to maintain this means of access in an acceptable condition as determined by the Designer and DMH. Pedestrian access shall provide adequate protection against falling debris, slippage, adequate lighting, warning and directional signs, and protection against construction activities.

1.7 DUST CONTROL

- A. The Contractor shall have all Subcontractors provide adequate means for the purpose of preventing dust caused by construction operations from creating a hazard, nuisance, and from entering adjacent occupied areas 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.

1.8 NOISE CONTROL

- A. Comply with requirements of authorities having jurisdiction. 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.
 - 2. Manage vehicular traffic and scheduling to reduce noise.
 - 3. No heavy equipment may be started or idled before 7:00 A.M.

1.9 ENCLOSURES

- A. All utilities including electric ducts, conduits, telephone lines, sprinklers, and other utilities shall be protected against damage from construction activity. The Contractor shall be responsible for all damage to the utilities from construction and shall repair all such damage at no additional cost to DMH.

1.10 CLEANING DURING CONSTRUCTION

- A. Unless otherwise specified within the Specifications, the Contractor shall perform clean-up operations during construction as herein specified.
- B. Control accumulation of waste materials and rubbish; periodically dispose of off-site in a legal manner. The Contractor shall bear all costs, including fees resulting from such disposal.
- C. Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finish operations.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti- pollution laws.
- E. Maintain project in accordance with all local, Commonwealth of Massachusetts, and Federal Regulatory Requirements.
 - 1. Store volatile wastes in covered metal containers, and remove from premises.

2. Prevent accumulation of wastes which create hazardous conditions.
 3. Provide adequate ventilation during use of volatile or noxious substances.
- F. Cleaning: Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finish operations.
1. Use only those materials which will not create hazards to health or property and which will not damage surfaces.
 2. Use only those cleaning materials and methods recommended by manufacturer of surface materials to be cleaned.
 3. Handle material in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
 4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
- G. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and windblown debris, resulting from construction operations.
- H. Provide on-site containers for collection of waste materials, debris, and rubbish.

1.11 FIELD OFFICES

- A. The Contractor will be provided a work space/conference room to be shared with the Resident Engineer if required by DMH.
- B. The Contractor shall, on a daily basis, maintain all of the offices and conference space to be clean, orderly, heated and air conditioned.
- C. Maintain an available 2 foot long electronic 'smart level' with an accuracy of 0.1 degree.

1.12 TELEPHONE SERVICE

- A. The Contractor and Site Supervisor must have on them at all times while on site, a properly functioning cell phone, with camera capabilities. Phone numbers to be provided to DMH Project Manager and Designer.

1.13 SANITARY FACILITIES

- A. The DMH Project Manager may designate a specific toilet area to be used for the Contractor engaged in the Work. However, Contractor shall take responsibility for maintenance and cleaning of such areas and shall leave them in first class condition equal to the accepted conditions of toilet facilities not used for construction personnel.

1.14 CONSTRUCTION BARRIERS

- A. Proper construction barriers shall be provided around the contract work areas as defined by the Contract Drawings or as directed by DMH.
- B. Construction barriers shall consist of traffic cones, ribbons, tapes, secure fencing, trench covers, wood barriers, warning signs, directional signs, and other traffic materials to keep traffic and people from area of construction and maintain ongoing operations.
- C. Barriers shall be erected at such approved locations as are necessary, sufficiently cross-braced and supported adequately from floors and ceilings as required.

1.15 PARKING

- A. Only during contract working hours and to the extent available, existing parking facilities located at the construction area will be available for use by the Contractor, subcontractors and their employees. Such parking areas shall be designated by DMH. The Commonwealth shall not be responsible for cars, trucks, etc. or their contents and the Contractor and subcontractors and material suppliers will use the designated area with this understanding.

1.16 SAFETY PROTECTION

- A. At no time shall the work be left unattended without proper safety protection and shall not be left unprotected to the weather and accessible to the public. It is the responsibility of the Contractor to maintain proper safety protection for the public while work is in progress or unattended.

1.17 VEHICLE AND EQUIPMENT PROTECTION

- A. All construction activities shall be performed in such a manner so as not to dust, stain or damage any building elements, equipment, vehicles, etc. within general vicinity of the construction work area. Any damage to these items shall be cleaned and repaired at the expense of the Contractor.
 - 1. All construction vehicles and equipment on site shall be effectively disabled and secured when not in use.

1.18 FIRE SAFETY DURING CONSTRUCTION

- A. Fire-Safety Program: Comply with requirements of authorities having jurisdiction and NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations.

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
28 JUNE 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 016000

PRODUCT REQUIREMENTS

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 REQUIREMENTS INCLUDED

- A. Products include material, equipment, and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.
- 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. In the case of an inconsistency between Drawings and the Project Manual, or within either document which is not clarified by addendum, the product of greater quality or greater quantity of work shall be provided in accordance with the Designer's interpretation.

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 MANUFACTURERS' INSTRUCTIONS

- A. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 013300 - SUBMITTAL REQUIREMENTS, distribute copies to persons involved, and maintain one set in field office.
- B. Perform work in accordance with details of instructions and specified requirements.

1.5 TRANSPORTATION AND HANDLING

- A. Refer to the Contract and General Conditions and Specifications Sections for requirements pertaining to transportation and handling of materials and equipment.
- B. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturers' labeled and unopened containers or packaging, dry
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. 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 the Contract and General Conditions and Specifications Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged, and are maintained under required conditions.
- F. Protect masonry and stone products from damage and staining.
- G. Protect finished materials, including window frames and doors, with protection acceptable to the DMH Project Manager.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 017700

CONTRACT CLOSEOUT

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 FINAL CLEANING

- A. Unless otherwise specified under the various Sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Maintain project site free from accumulations of waste, debris, and rubbish, caused by operations. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- C. Cleaning shall include all surfaces and areas, interior and exterior which the Contractor has accessed or impacted whether existing or new.
- D. Refer to Sections of the Specifications for cleaning of specific products or work.
- E. Use only those materials which will not create hazards to health or property and which will not damage surfaces or areas.
- F. Use only those cleaning materials and methods that are recommended by the manufacturer of surface material to be cleaned and will maintain the quality of the air and environment.
- G. Employ experienced workmen, or professional cleaners, for final cleaning operations.
- H. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed and all other interior and exterior surfaces.
- I. Clean and polish mirrors and other such surfaces.
- J. All new and existing glass and plastic surfaces throughout the building shall be thoroughly cleaned by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.
- K. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces as acceptable to the DMH Project Manager.
- L. Clean and polish glossy and other surfaces to a clear shine and provide wax where necessary.

- M. Ventilating Systems: Clean permanent filters and replace disposable filters as provided in applicable specifications. Units should not be operated without filters in place at any time. "Throw away" filters should be used when operating units prior to Substantial Completion. A Final Cleaning Report shall be prepared and include a section on all aspects of the ventilation systems' final testing, post testing cleaning and final cleanliness status including ductwork and any other systems as required by the applicable specifications.
- N. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds.
- O. Leave all architectural metals, hardware, and fixtures in undamaged polished conditions.
- P. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- Q. At the end of the project, the Contractor and each Subcontractor shall remove all tools, equipment, machinery, and surplus materials from the job site. The Contractor shall remove all waste materials and rubbish from the project at this time. All temporary structures shall be removed and the project shall be left clean and returned to a usable condition acceptable to DMH.
- R. Subsequent to installation of User Agency furniture, telephones, and equipment, and prior to issue of Certificate of Use and Occupancy, the Contractor shall provide an additional cleaning to remove any soil resulting from installations of such furniture and equipment at no additional cost to DMH. Such additional cleaning may include, but not be limited to dusting of horizontal surfaces, vacuuming, and washing of hard or resilient floor surfaces and re-waxing where required.

1.3 GLASS

- A. All broken or defective glass, mirrors and the like not required to be replaced under the contract, shall be replaced at the expense of the Contractor.

1.4 AS-BUILT DRAWINGS

- A. As-built Drawings shall be prepared and maintained by the Contractor for each and every Contract Drawing. As-built Drawings shall be kept up-to-date. Information from on-going Work shall be recorded on As-built Drawings within 48 hours of Work being performed.
- B. The Contractor and each Subcontractor shall be required to maintain one set of As-built Drawings, as the work relates to their Sections of the Specifications, at the site.
- C. The As-built Drawings shall be stored and maintained in the Contractor's field office apart from other documents used for construction. The As-built Drawings shall be maintained in a clean, dry, and legible condition..

- D. As-built Drawings, as submitted by the Contractor shall be reviewed in the field by the Designer or its Consultants and shall occur during the construction process and prior to the related work being completed and covered up.
- E. The As-built Drawings shall be available at all times for inspection by the DMH Project Manager or Designer. All deficiencies noted shall be promptly corrected.
- F. The following information shall be indicated on the As-Built Drawings:
 - 1. Record all changes, including, but not limited to, change orders, in the location, size, number and type both horizontally and vertically of all elements of the Project which deviate from those indicated on all the Contract Drawings.
 - 2. The tolerance for the actual location of utilities and appurtenances within the building to be marked on the As-built Drawings shall be plus or minus two (2) inches.
 - 3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) ft. intervals and at all changes of direction.
 - 4. The location of all internal utilities and appurtenances, concealed by finish materials, including but not limited to valves, coils, dampers, vents, cleanouts, strainers, pipes, junction boxes, turning vanes, variable and constant volume boxes, ducts, traps and maintenance devices. The location of these internal utilities, appurtenances, and devices shall be shown by offsets to the column grid lines on the Drawings.
 - 5. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the As-built Drawings.
- G. At the end of each month and before payment for materials installed, the Contractor, each Subcontractor, and agents of the Commonwealth shall review As-built Drawings and at closeout shall also review Closeout Documentation for purpose of payment.
 - 1. If the changes in location of all installed elements are not shown on the As-Built Drawings and verified in the field, then the material shall not be considered as installed and payment will be withheld.
- H. Prior to the installation of all finish materials, a review of the As-built Drawings shall be made to confirm that all changes have been recorded. All costs to investigate such conditions shall be borne by the applicable party as determined by the Designer.
- I. At the completion of the contract, each Subcontractor shall submit to the Contractor a complete set of its respective As-built Drawings indicating all changes. After checking the above drawings, the Contractor shall certify in writing on the title sheet of the drawings that they are complete and correct and shall submit the As-built Drawings to the Designer.
 - 1. As-Built Drawings shall be submitted electronically to the Designer, in a format which can be added to the complete plans as constructed.
- J. The Designer shall review the drawings and shall verify by letter to the DMH Project Manager that the work is accurate. The Designer shall incorporate all changes on the original drawings; thus creating Record Drawings. The Designer shall submit to the DMH Project Manager, electronic files in the version of Autocad, or BIM compatible with those currently being utilized

by DMH. Inaccuracies in As-built Drawings, as determined by the Designer and the DMH Project Manager, may be grounds for postponement of the final inspection or delay the processing of final payment until such inaccuracies are corrected by the Contractor.

1.5 OPERATING AND MAINTENANCE REQUIREMENTS

- A. At least two weeks prior to the time of turning over this contract to the Operating Agency for Use and Occupancy, or Final Acceptance, the Contractor shall secure and deliver to the Operating Agency via the Designer, three (3) complete, indexed files and three (3) electronic copies in a format acceptable to DMH, containing approved operating and maintenance manuals, shop drawings, record of paint colors, floor and ceiling materials and other data as follows.
1. Operating manuals and operating instructions for each model and type of equipment in each of the various systems. Include operating instructions for systems integrating several pieces of equipment.
 2. Catalog data sheets for each item of mechanical or electrical or equipment actually installed including performance curves, rating data and parts lists.
 3. Catalog sheets, maintenance manuals, and approved shop drawings of all mechanical or electrical equipment controls and fixtures with all details clearly indicated, including size of lamps and other maintenance supplies.
 4. Names, addresses and telephone numbers of all Subcontractors and suppliers, together with repair and service companies for each of the major systems installed under this contract.
 5. Provide a steel cabinet for storage of manuals and operating instructions.
- B. Failure to provide operating and maintenance manuals or inaccuracies therein may be grounds for cancellation and postponement of any scheduled final inspection and will delay project closeout and payment.

1.6 CAPITAL ASSET MANAGEMENT INFORMATION SYSTEM (CAMIS)

- A. As the project progresses, Contractor and Subcontractors shall submit information for installed and removed equipment, including, but not limited to, equipment data and preventive maintenance schedules, for each building system, and any updates thereto, in a format acceptable to DMH for entry into CAMIS.

1.7 CLOSEOUT REQUIREMENTS AND SUBMITTALS

- A. Procedural Requirements Prior to Use and Occupancy: Punch List:
1. During the finishing stages of the project, the Contractor shall make frequent inspections with Subcontractors, the Designer, and the DMH Resident Engineer, so as to progressively check for and correct faulty work.
 2. During the course of construction of the project, the Contractor shall procure and maintain test records and certificates that will be required prior to issuance of the

Department of Public Safety (DPS) Certificate of Occupancy or final construction approval by DPS, as applicable, and the Division of Capital Asset Management and Maintenance (DMH) Certificate of Agency Use and Occupancy.

3. When the Contractor determines that it is Substantially Complete*, it shall prepare for submission to the Designer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with Contract Documents. The Contractor's list shall be accompanied with certificates that will be required as prerequisites for applying for a DPS inspection.
 - a. *NOTE: Substantially Complete means that less than one percent (1%) of the adjusted contract price, including change orders, remains to be done, that none of the remaining work will affect health, safety, or function, and meets the requirements of the Contract.
 4. Upon receipt of the Contractor's list of items to be completed or corrected, the Designer will promptly make a thorough inspection, together with representatives of DMH and the Operating Agency, and prepare a "punch list", setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable. Concurrently, the Contractor will arrange for a DPS inspection.
 5. When the punch list has been prepared, and any DPS Inspector comments have been included, the Designer will arrange a meeting with the Contractor and Subcontractors, and the DMH Project Manager, to identify and explain all punch list items and answer questions on the Work that must be done before Final Acceptance.
 6. The Contractor shall immediately correct all punch list items that affect health, safety or function (as determined by the Designer, completion of which is required before issuance of a DMH Certificate of Agency Use and Occupancy).
- B. Contractor's Prerequisites for Department of Public Safety (DPS) Certificate of Inspection and/or Certificate of Occupancy: Prior to requesting a Department of Public Safety (DPS) inspection, the Contractor shall provide (via transmittal to the DMH Resident Engineer) the following "closeout submittals:"
1. Project record documents and as-built marked-up drawings.
 2. Approved operating and maintenance (O & M) data.
 3. Extended guarantees and warranties.
 - a. Contractor's General Guarantee shall effectively include:
 - 1) A written guarantee, for one (1) year from date of Substantial Completion of the project, against defective workmanship, material, installation and equipment for all work of the project. Repair or replacement of defective workmanship, material, installation or equipment that develop within this period shall be accomplished promptly upon notification to the Contractor, to the satisfaction of the Operating Agency, at no cost.
 - 2) Replace or repair material or equipment that requires excessive service during the guarantee period.
 - 3) Guarantee shall include 24-hour service of complete system(s) during guarantee period at no additional cost.
 - 4) Provide manufacturer's engineering and technical staff at site promptly to analyze and rectify problems that develop during guarantee period. If problems cannot be rectified promptly, to the satisfaction of the User

Agency, advise the Designer in writing; describe efforts to rectify situation and provide analysis of cause of problem.

- b. Manufacturer's Guarantee or Warranty:
 - 1) In addition to guarantee requirements above, obtain manufacturers' written installation, equipment, and material warranties for time periods indicated in the various Specification Sections of the Contract Documents. Such manufacturers' warranties contained within the Specification Sections, together with any other warranties offered in manufacturers' published data, are to be transferred to the User Agency.
 - c. Keys and keying schedule.
 - d. Spare parts and materials ("attic stock"),
 - e. Evidence of compliance with requirements of governing authorities including, without limitations, the following as applicable:
 - 1) Certificate of Inspection, in form of signed permits from the electrical, plumbing, gas, fire department, boiler, and any other required inspectors.
 - 2) Certification from the local fire department to the effect that all detection, alarm and suppression systems, and other equipment or systems under fire department jurisdiction are approved.
 - 3) When carpeting and/or draperies are provided, a flame, smoke and fuel-rating certificate provided by the supplying Contractors.
 - 4) Elevator certification(s) from the elevator inspector obtained through the Contractor's Elevator Trade Contractor.
 - 5) A letter from the Plumbing Trade Contractor that the potable water supply has been sanitized.
 - 6) Septic system certification obtained from the town by the Contractor (when applicable).
 - 7) Pressurized vessel certifications from the boiler inspector obtained through the Mechanical Trade Contractor.
 - 8) When air balancing is required, the air balancing report prepared by the Mechanical Trade Contractor (or commissioning agent, when applicable), and accepted by the design Registered Professional Engineer licensed in the Commonwealth of Massachusetts.
 - 9) When smoke control/fire emergency ventilation system is required, the test report prepared by the Mechanical Trade Contractor (or commissioning agent, when applicable), and accepted by the design Registered Professional Engineer licensed in the Commonwealth of Massachusetts.
 - 10) Evidence of test and approval for Department of Environmental Protection (DEP) and Department of Public Health (DPH), when applicable.
- C. Designer's Prerequisites for Department of Public Safety (DPS) Certificate of Inspection and/or Certificate of Occupancy: Prior to requesting a Department of Public Safety (DPS) inspection, the Designer shall provide (via transmittal to the DMH Resident Engineer) the following "closeout submittals:"
- 1. Certification, from the design Registered Professional Engineer licensed in the Commonwealth of Massachusetts, stating that the fire protection systems have been installed in accordance with the approved fire protection construction documents and meet the requirements of 780 CMR 903.1.
 - 2. Structural Engineer-of-Record (SER) final report as required by 780 CMR 1705.3.

3. Certification, from the design Registered Professional Engineer licensed in the Commonwealth of Massachusetts, stating that the emergency lighting and power systems have been installed in accordance with the approved electrical construction documents.
- D. Upon completion of the Work for which a permit has been issued, the DPS building official shall conduct a final inspection pursuant to 780 CMR 115.5.
- E. Beneficial and Temporary Occupancy:
 1. Beneficial (partial) Occupancy:
 - a. DMH may allow beneficial (partial) occupancy of portions of a building in order to allow a User Agency to set up and test their own operational equipment in select building areas. It does not allow for use and/or occupancy of the general public when, in fact, the building cannot function for the use(s) it is intended to accommodate, nor when there are outstanding items that effect health, safety and/or function.
 - b. It is DMH policy to disallow beneficial occupancy if the fire alarm and suppression systems are inoperative.
 - c. Beneficial occupancy of building areas shall not constitute Substantial Completion, or Final Acceptance of work by DMH, and shall not institute the guarantee period for any work.
 - d. A punch list will be developed for building areas to receive beneficial occupancy and the building areas will be photographed prior to such occupancy of said portion or portions of the work.
 2. Temporary Occupancy:
 - a. When, according to 780 CMR 120.3 – Temporary Occupancy upon the request of the holder of a permit, a Temporary Certificate of Occupancy (TCO) may be issued before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely prior to full completion of the building or structure without endangering life or public welfare. The Building Official may consult with all sub-trade Inspectors for issues pertaining to life safety and shall consult with the Fire Official pertaining to issues of adequacy of fire protection systems prior to the issuance of a Temporary Certificate.
 - b. The Building Official may issue a Temporary Certificate of Occupancy (TCO) that can allow public use and occupancy of said portion or portions of the work, subject to punch list(s) being established prior to such occupancy.
 - c. Issuance of a Department of Public Safety (DPS) Temporary Certificate of Occupancy (TCO) does not relieve the Contractor of the DMH requirements of the contract and does not constitute Substantial Completion of the project.
 - d. Temporary Occupancy of building areas will institute the guarantee period for completed work of all Divisions except 21 through 28 of the Specifications for those building areas so used and occupied, exclusive of remaining work indicated on associated punch lists. Use of systems provided under Divisions 21 through 28 of the Contract Documents for temporary services and facilities shall not constitute Substantial Completion, or Final Acceptance of work by DMH, and shall not institute the guarantee period.
 - (1) If it is determined that there are no items on the punch list that affect health, safety or function and it is agreed by the Building Official, the Designer and

- the DMH Project Manager that the entire building can be granted a Temporary Certificate of Occupancy (TCO), the work of all Divisions including 21 through 28 of the Specifications for the entire building so used and occupied, exclusive of remaining work indicated on associated punch lists, will institute the guarantee period for completed work of all Divisions including the systems provided under Divisions 21 through 28.
- (2) Whereas a User Agency cannot properly maintain building systems without operating and maintenance documentation, trade contractors for Divisions 21 through 28 will be responsible for maintaining their respective building systems at no additional cost to the contract until the project is substantially complete and Operating and Maintenance (O & M) manuals, reviewed and approved by the Designer, are provided to the DMH Project Manager.
 - (3) Issuance of a Temporary Certificate of Occupancy (TCO) may require remaining punch list work to be completed during irregular work hours. Such work will be performed at no additional cost to the contract.
- e. The following DMH criteria, and any other criteria that may be imposed by the Building Official, are required for a DPS Temporary Certificate of Occupancy (TCO):
- (1) Upon receipt of the Contractor's list of items to be completed or corrected, the Designer will promptly make a thorough inspection, together with representatives of DMH and the Operating Agency, and prepare a "punch list", setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable. The Designer and DMH Project Manager will identify and tag (by asterisk) all items that, in their opinion, affect health, safety or function. The Building Official may include additional items that, in her/his opinion, affect items that endanger life or public welfare.
 - (2) When the punch list has been prepared, and all DPS Inspector comments* have been included, the Contractor shall immediately correct all punch list items that affect health, safety or function (all asterisked items). This work must be completed before the issuance of a DPS Temporary Certificate of Occupancy (TCO).
 - * NOTE: If a DPS inspector (including, but not limited to AABA, boiler, elevator or any other authorized inspector) requires modifications and/or additions that were not included in the construction documents, the Designer should review the applicable code(s) and provide written interpretation to the DMH Project Manager together with their recommendations.
- g. Evidence of compliance with requirements of governing authorities including, without limitations, the following:
- 1) Certificate of Inspection, in form of signed permits from the electrical, plumbing, gas, fire department, boiler, and any other required inspectors.
 - 2) Certification from the local fire department to the effect that all detection, alarm and suppression systems, and other equipment or systems under fire department jurisdiction are approved.
 - 3) When carpeting and/or draperies are provided, a flame, smoke and fuel-rating certificate provided by the supplying Contractor.
 - 4) Elevator certification(s) from the elevator inspector obtained through the Contractor's Elevator Trade Contractor.

- 5) A letter from the Plumbing Trade Contractor that the potable water supply has been sanitized.
 - 6) Septic system certification obtained from the town by the Contractor (when applicable).
 - 7) Pressurized vessel certifications from the boiler inspector obtained through the Mechanical Trade Contractor.
 - 8) When air balancing is required, the air balancing report prepared by the Mechanical Trade Contractor (or commissioning agent, when applicable).
 - 9) When smoke control/fire emergency ventilation system is required, the test report prepared by the Mechanical Trade Contractor (or commissioning agent, when applicable).
 - 10) Evidence of test and approval for Department of Environmental Protection (DEP) and Department of Public Health (DPH), when applicable.
- F. DMH 's Prerequisites for DMH Certificate of Agency Use and Occupancy: DMH Certificate of Agency Use and Occupancy E-1 Form. Prior to requesting a Division of Capital Asset Management and Maintenance (DMH) Certificate of Agency Use and Occupancy, the DMH Resident Engineer will procure and have ready and available the following approved items (referred to as Closeout Submittals):
1. Operating and maintenance (O & M) manuals and written operating instructions for the various systems.
 2. Catalog data sheets for each item of mechanical or electrical equipment actually installed including performance curves, rating data and parts lists.
 3. Catalog sheets, maintenance manuals, and approved shop drawings of all mechanical and electrical equipment controls and fixtures with all details clearly indicated, including size of lamps.
 4. Balancing report.
 5. Names, addresses, and telephone numbers of repair and service companies for each of the major systems installed under the construction contract.
 6. Signed Department of Public Safety (DPS) Certificate of Occupancy per 780 CMR 120.0
 7. Licensed Builder Final Affidavit/Report.
 8. Designer Affidavit of Compliance.
 9. Filed Sub-Bid and Non Filed Sub-Bid Contractor Affidavits that specified equipment and installed items have been seismically braced in accordance with code requirements.
 10. Monetized punch list of the remaining Work that must be done before Final Acceptance.
 11. As-built documents should be completed (both electronic files and transparencies) and ready to transfer over to the DMH Project Manager. As-built documents shall consist of, but not be limited to, the following:
 - a. Drawings (in AutoCAD or Revit, in format accessible to DMH)
 - 1) Contract drawings, for all disciplines, marked-up to clearly indicate as-built conditions.
 - 2) All clarification and/or changed conditions sketches (SK's).
 - b. Specifications (in .pdf format)
 - 1) All construction specifications.
 - 2) All addenda.
 - c. Shop drawings, submittals, etc. (scanned format)*
 - 1) All approved shop drawings, submittals, etc.

12. Approved documents submitted to the DMH or the Designer shall be electronically scanned (including the associated transmittals and, where applicable, the Designer-of-Record's and DMH's comments) as a .pdf document. All scanned approved submittals shall be included on a CD.
 13. The electronic file names, for each approved submittal, shall contain the following information:
 - a. For APPROVED or APPROVED AS NOTED Shop Drawings:
 - 1) Project Number Submittal's Date, APPROVED, Submittal Name, Submittal's Specification Section Name and Number, and Submittal's Revision Number.
 - 2) As an example, the file name of an approved submittal for Concrete
 - a) Design Mix: DFS991DC1 030106 APPROVED Concrete Design Mix Cast In Place Concrete 033000 Rev0.PDF
 - b. For Shop Drawings submitted for information only, e.g. welders certificate, the electronic file name shall contain the following information:
 - 1) Project Number Submittal's Date, FORINFO, Submittal Name, Submittal's Specification Section Name and Number, and Submittal's Revision Number.
 - 2) As an example the file name of a for information only submittal for a welder's certificate:
 - a) DFS991DC1 030106 FOR INFO Welders Certificate Quality Requirements 014000 Rev0.PDF
 - c. Unless otherwise stated all submitted documents shall include an electronic scanned image as noted above.
 - d. The electronic file name shall be printed on every shop-drawing page.
 14. The DMH Project Manager will attach the monetized punch list to the DMH Certificate of Agency Use and Occupancy, indicate the official date of Use and Occupancy, establish the date upon which all remaining punch list items must be completed (normally 30-45 calendar days), and procure appropriate signatures on the original and three (3) copies.
 15. After receipt of signatures, the DMH Project Manager will distribute the signed copies.
 16. Project schedules (in Primavera format, unless otherwise authorized), baseline, and all updates.
 17. Notification to Operating Agency and/or User Agency of Proposed Use and Occupancy Date: The DMH Project Manager is to notify the Operating Agency and/or User Agency of the project Use and Occupancy date at least seven (7) calendar days in advance.
- G. DMH 's Prerequisites for DMH Certificate of Final Inspection, Release, and Acceptance: DMH Final Certificate of Final Inspection, Release, and Acceptance (E-2 Form). Upon receipt of the DMH Certificate of Agency Use and Occupancy, and its adjunct monetized punch list, the Contractor shall cause the completion of all of the other punch list items within timeframe required by said certificate, but not more than 45 calendars days if the timeframe is not indicated on the said certificate.
1. If the Contractor fails to pursue completion of the remaining monetized punch list work, on a continual basis, within the timeframe required by the certificate, DMH may, after seven (7) calendar days written notice, elect to complete the work with separate forces and charge the work against the Contractor.

2. At the end of the Contractor's one (1) year guarantee period, the Contractor shall transfer manufacturers' equipment and material warranties that are still in force to the Operating Agency.

1.8 GUARANTEES AND WARRANTIES

- A. Submit to the Designer all extended guarantees and warranties that have been specified in various, individual Sections of the Specifications. Guarantees shall be assembled by Specification No. and Section in accordance with Specifications Table of Contents.
 1. Guarantees and warranties shall be enforceable in the Commonwealth of Massachusetts and subject to interpretation in accordance with the laws of the Commonwealth of Massachusetts.
 2. Guarantees and warranties shall begin at the date of DMH's Certificate of Agency Use and Occupancy of the Project. Guarantees and warranties which start at the date of shipment from the factory, or from the completion date of an individual portion of the project, are not acceptable.
- B. Unless more stringent requirements are otherwise specified, guarantee all work against defects of materials, equipment and workmanship for one year from the date of issue of DMH's Certificate of Agency Use and Occupancy for the building or portion thereof, whichever occurs first.
- C. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, Contractor shall promptly upon receipt of notice from DMH, and without additional expense to DMH, within ten business days:
 1. Place in satisfactory condition in every particular all guaranteed work and correct all defects.
 2. Make good all damage to building, site equipment, or contents thereof, including redecoration which, in the opinion of the Designer, results from the use of material, equipment or workmanship which are inferior, defective or not in accord with the terms of the Contract.
- D. If Contractor, after such notice, fails to proceed immediately to comply with terms of guarantee, DMH may correct defects and hold Contractor liable for all expenses incurred.
- E. Promptly after completion of the work, obtain from each Subcontractor where a guarantee is required, a warranty addressed to and in favor of DMH or the User Agency if directed by DMH.
- F. Delivery of any warranty required does not relieve the Contractor from any obligation assumed under other provisions of the Contract.
- G. Deliver guarantees and warranties to the Designer before or with the application for Final Payment.
- H. The general warranty set forth in the General Conditions is in addition to, exclusive of, and not in substitution of such guarantees as may be required in the Specifications.

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 042000

UNIT MASONRY

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Anchoring of supports of Inclined Wheel Chair Lifts in Concrete and Concrete Masonry Walls.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Demolition of wall finishes as specified in Section 024100
 - 2. Patching and finishing of wall finishes as specified in Section 092600
 - 3. Section 144213 - INCLINED PLATFORM WHEELCHAIR LIFTS for Stairlift Installation.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.4 QUALITY ASSURANCE

- A. Conform to the governing laws, building code, and the following standards Portland Cement Association, "Concrete Masonry Handbook".

ALLEN HALL STAIRLIFT REPLACEMENT
CONTRACT # DMH 2024-069
6 SEPTEMBER 2024

DEPARTMENT OF MENTAL HEALTH
ALLEN HALL
288 LYMAN STREET
WESTBOROUGH, MA

PART 2 - PRODUCTS

2.1 MASONRY MORTAR

- A. Mortar for grouting of new or replacement anchors be non-Shrink General Purpose Grout, minimum 3,000 lbs. psi.

2.2 REINFORCEMENT

- A. If/as required: reinforcing steel: #4 bars.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Grouting of Lift Anchors (Furnished under Section 144213): Patch existing cavities as required. Drill holes for anchors. Install/grout anchors in place as recommended by Lift Installer. Grout solidly to full depth of CMU cavity.

END OF SECTION

SECTION 024100

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

A. Work Included:

1. Demolition and removal of selected portions of buildings and structures and as required for new work. Refer to the Drawings for additional requirements.
2. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
3. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
4. Scheduling and sequencing operations without interrupting utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the DMH Project Manager. Schedule interruption when the least amount of inconvenience will result.

B. Alternates: Not Applicable.

C. Items To Be Installed Only: Not Applicable.

D. Items To Be Furnished Only: Not Applicable.

E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Section 015000 - TEMPORARY FACILITIES AND CONTROLS:
 - a. Maintenance of access, cleaning during construction, dust and noise control.
2. Section 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL:
 - a. Waste management and recycling.

3. Section 144213 – INCLINED PLATFORM WHEELCHAIR LIFTS:
 - a. Disconnecting, making inactive, removal and disposal of existing equipment to be replaced.
4. Section 260001 - ELECTRICAL WORK:
 - a. Disconnecting, capping and otherwise making inactive existing electrical services in areas where demolition and removal work is required.
 - b. Disconnect and reinstallation of electrical equipment temporarily interrupted during construction.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to DMH that may be encountered during selective demolition remain property of the Commonwealth or user Agency as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the DMH Project Manager.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure User Agency's on-site operations are uninterrupted if applicable.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevator and stairs.
 5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other occupants affected by selective demolition operations.
 6. Coordination of User Agency's continuing occupancy of portions of existing building .

7. Means of protection for items to remain and items in path of waste removal from building.

1.6 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 WARRANTY

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Designer.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Arrange to shut off indicated utilities with utility companies and User Agency.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.
 4. Prior to commencing cutting work in existing surfaces, take all precautionary measures to assure that mechanical and electrical services to the particular area have been made inactive. Coordinate with Electrical subcontractors. Only licensed tradesmen of that particular trade shall disconnect and cap existing mechanical and electrical items that are to be removed, abandoned and/or relocated.
 5. If, during the process of cutting work, existing utility lines are encountered which are not indicated on the Drawings, regardless of their condition, immediately report such items to the Designer. Do not proceed with work in such areas until instructions are issued by the Designer. Continue work in other areas.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Section 015000 - TEMPORARY FACILITIES AND CONTROLS.
 2. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Designer and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- C. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during and after flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
- B. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to User Agency.
 4. Transport items to storage area designated by the DMH Project Manager.
 5. Protect items from damage during transport and storage.
- C. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Designer, items may be removed to a suitable,

protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

E. Items for Re-use and Preservation of Existing Surfaces to Remain:

1. The Contractor shall inspect closely each item specifically designated to be relocated, re-used, or turned over to the Owner prior to its removal, and immediately report damages and defects to the Designer and DMH Project Manager. The Contractor shall be responsible for any subsequent damage to the same other than latent defects not readily apparent from close inspection, and shall bear responsibility for its repair or same replacement as directed by the Designer, to the satisfaction of the DMH Project Manager.
2. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

3.5 PROTECTION OF PUBLIC AND PROPERTY

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

3.6 DISCOVERY OF HAZARDOUS MATERIALS

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

3.7 CUTTING

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

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL and the following.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.9 CLEANING

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

END OF SECTION

SECTION 061000

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Wood blocking for installation of Stairlift.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1.
 - 2. Section 144213 - INCLINED PLATFORM WHEELCHAIR LIFTS for Stairlift Installation.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product.

1.4 QUALITY ASSURANCE

- A. Fire Retardant Treated Lumber: Mark each piece in accordance with AWPA M6, except pieces that are to be natural or transparent finished.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the American Lumber Standards Committee Board of Review.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
- B. Plywood Panels:
 - 1. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.

2.2 FIRE-RETARDANT-TREATED MATERIALS

- A. General: For all interior use materials, provide materials that are fire-retardant treated and comply with performance requirements in AWPAC20 (lumber) and AWPAC27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL, U.S. Testing, Timber Products Inspection, or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Use treatment for which chemical manufacturer publishes physical properties of treated wood after exposure to elevated temperatures, when tested by a qualified independent testing agency according to ASTM D 5664, for lumber and ASTM D 5516, for plywood.
 - 2. Use treatment that does not promote corrosion of metal fasteners.

2.3 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction.
- B. For items of dimension lumber size, provide Construction, Stud, or No. 2 grade lumber with 15 percent maximum moisture content.

2.4 PANEL PRODUCTS

- A. Miscellaneous Concealed Plywood: Exposure 1 sheathing, span rating to suit framing in each location, and thickness as indicated but not less than 1/2 inch.
- B. Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2 inch thick.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. The fasteners shall be of sufficient length to penetrate the receiving member a minimum of 1-1/4 inch minimum for wood or plywood into wood, full depth into plywood, and 5/8 inch minimum for wood into steel deck or metal stud framing.
- B. Nails, Wire, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Wood Screws: ASME B18.6.1.
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Screws and Lag Bolts: ASME B18.2.1.
- G. Bolts: Steel bolts complying with ASTM A 307, Grade A with ASTM A 563 hex nuts and, where indicated, flat washers.
- H. Bolts, Nuts, Studs, and Rivets: ASME B18.2.1, ASME B18.5.2.1M, ASME B18.5.2.2M and ASME B18.2.2.
- I. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5; except provide stainless steel complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2, where in contact with pressure-preservative treated wood or when exposed to exterior conditions.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Securely attach carpentry work as indicated and according to applicable codes.
- C. Countersink fastener heads on exposed carpentry work and fill holes with wood filler.

- D. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood.

3.2 WOOD BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 REMOVAL OF WOOD BLOCKING

- A. During removal and replacement of woodwork, report any area of deck, existing wood blocking, or other wood components that is designated to remain, but is found to be deteriorated or otherwise unsuitable for use. Provide temporary protection to the materials until such time as the materials can be reviewed.

END OF SECTION

SECTION 078413

PENETRATION FIRESTOPPING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Through-penetration firestop systems for penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 142100 - ELECTRIC TRACTION ELEVATORS for cutting penetrations for elevator traction elevator piping, cabling and conduit penetrations and providing firestopping complying with requirements in this Section.
 - 2. Section 230001 - HEATING, VENTILATING AND AIR CONDITIONING for cutting penetrations for ductwork and HVAC piping and providing firestopping complying with requirements in this Section.
 - 3. Section 260001 - ELECTRICAL WORK for cutting penetrations for cable and conduit and providing firestopping complying with requirements in this Section.

1.3 COORDINATION

- A. Jobsite conditions of each through-penetration firestop system must meet all details of the UL-Classified System selected. If jobsite conditions do not match any UL-classified systems, contact firestop manufacturer for alternative systems or Engineer Judgment Drawings.
- B. Coordinate work with other trades to assure that penetration-opening sizes are appropriate for penetrant locations.

- C. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.
- D. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- E. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined building inspector, if required by authorities having jurisdiction.

1.4 PERFORMANCE REQUIREMENTS

- A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.
- B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).
 - 1. Fire-resistance-rated walls include fire walls, fire-barrier walls, smoke-barrier walls and fire partitions.
 - 2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.
- C. Penetrations in Horizontal Assemblies: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg (2.49 Pa).
 - 1. Horizontal assemblies include floors, floor/ceiling assemblies and ceiling membranes of roof/ceiling assemblies.
 - 2. F-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated.
 - 3. T-Rating: At least 1 hour, but not less than the fire-resistance rating of constructions penetrated except for floor penetrations within the cavity of a wall.
- D. Penetrations in Smoke Barriers: Provide penetration firestopping with ratings determined per UL 1479.
 - 1. L-Rating: Not exceeding 5.0 cfm/sq. ft. (0.025 cu. m/s per sq. m) of penetration opening at 0.30-inch wg (74.7 Pa) at both ambient and elevated temperatures.
- E. Exposed Penetration Firestopping:
 - 1. Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

2. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.
 - a. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems demonstrating no evidence of water leakage when tested according to UL 1479.
 - b. For floor penetrations with annular spaces exceeding 4 inches in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.
- F. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For each through-penetration firestop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include firestop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated.
 1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.
- C. Through-Penetration Firestop System Schedule: Indicate locations of each through-penetration firestop system, along with the following information:
 1. Types of penetrating items.
 2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
 3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.
- D. Qualification Data: For Installer.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Either a firm that has been approved by FMG according to FMG 4991, "Approval of Firestop Contractors" or a firm experienced in installing through-penetration firestop systems similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction of a minimum of five projects with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements.

- B. Fire-Test-Response Characteristics: Provide through-penetration firestop systems that comply with the following requirements and those specified in Part 1 "Performance Requirements" Article:
1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.
 2. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems complying with the following requirements:
 - a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
 - b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed in the UL "Fire Resistance Directory."
- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.8 PROJECT CONDITIONS

- A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

1.9 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that through-penetration firestop systems are installed according to specified requirements.

- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.
- C. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined building inspector, if required by authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Hilti, Inc.
 - 2. BioFireshield; RectorSeal Corporation.
 - 3. Specified Technologies, Inc. (STI).
 - 4. 3M; Fire Protection Products Division.
 - 5. Or equal.

2.2 FIRESTOPPING MATERIALS

- A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.
- B. Materials: Provide through-penetration firestop systems containing primary materials and fill materials which are part of the tested assemblies indicated in the approved Through-Penetration Firestop System Schedule submittal. Fill materials are those referred to in directories of referenced testing and inspecting agencies as "fill," "void," or "cavity" materials.
- C. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated

2.3 MIXING

- A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with firestop system manufacturer's written instructions and with the following requirements:
 - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
 - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
 - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

3.3 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

- A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
- C. Install fill materials for firestop systems by proven techniques to produce the following results:
 - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

3.4 FIELD QUALITY CONTROL

- A. Independent Testing Agency: Cooperate with the Independent Testing Agency engaged by DCAMM for field quality control activities for the Work of this Section. Refer also to Section 014325 - TESTING AGENCY SERVICES.
- B. Commissioning Authority: Cooperate with the Commissioning Authority engaged by DCAMM for field quality control activities for the Work of this Section.
- C. Cooperate with field quality control personnel. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- D. Additional inspections and retesting of materials which fail to comply with specified material and installation requirements shall be performed at Contractor's expense.
- E. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.
- F. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

3.5 CLEANING AND PROTECTING

- A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

END OF SECTION

SECTION 092600

GYPSUM VENEER PLASTERING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Gypsum veneer plaster and gypsum base for veneer plaster patching.
 - 2. Related light gauge steel furring and framing
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Install the following items as furnished by the designated Sections:
 - a. None
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 061000 - ROUGH CARPENTRY for wood blocking
 - 2. Section 144213 - INCLINED PLATFORM WHEELCHAIR LIFTS for Stairlift Installation.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: None.

1.4 QUALITY ASSURANCE

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements specified in Section 092116 - GYPSUM BOARD ASSEMBLIES.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 843 requirements or gypsum veneer plaster manufacturer's written recommendations, whichever are more stringent.

PART 2 - PRODUCTS

2.1 GYPSUM VENEER PLASTER MATERIALS

- A. One-Component Gypsum Veneer Plaster: ASTM C 587, formulated for application directly over substrate without use of separate base-coat material.
 - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Georgia Pacific Gypsum; [Cameo] [DensArmor Cote Interior] Veneer Plaster.
 - b. National Gypsum Company; [Uni-Kal] [X-KALibur] Plaster.
 - c. USG Corporation; Diamond Interior Finish Plaster.
 - d. Or equal.

2.2 PANEL PRODUCTS

- A. Panel Size: As required for patching.
- B. Gypsum Base for Veneer Plaster: ASTM C 1396/C 1396M, Section 10.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. USG Corporation.
 - b. Georgia Pacific Gypsum.
 - c. Lafarge North America.
 - d. National Gypsum Company.
 - e. Or equal.

2. Regular Type: 1/2 inch thick, unless otherwise indicated.
3. Type X: 5/8 inch thick.
4. Type C: 5/8 inch thick.

2.3 LIGHT GAUGE FRAMING AND TRIM ACCESSORIES

- A. Standard Trim: ASTM C 1047, provided or approved by manufacturer for use in gypsum veneer plaster applications indicated.
 1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 2. Shapes: As indicated on the Drawings and as approved by the Designer:
 - a. Edge, cornerbead and grounds
 - b. Light gauge steel framing and furring strips

2.4 JOINT REINFORCING MATERIALS

- A. General: Comply with joint strength requirements in ASTM C 587 and with gypsum veneer plaster manufacturer's written recommendations for each application indicated.
- B. Joint Tape:
 1. Gypsum Base for Veneer Plaster: Open-mesh, glass fiber.
- C. Embedding Material for Joint Tape:
 1. Gypsum Base for Veneer Plaster: As recommended by gypsum veneer plaster manufacturer for use with joint-tape material and gypsum veneer plaster applications indicated.

2.5 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced product standards and manufacturer's written recommendations.
- B. Bonding Agent: ASTM C 631, polyvinyl acetate.
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
 1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

2.6 GYPSUM VENEER PLASTER MIXES

- A. Mechanically mix gypsum veneer plaster materials to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLING PANELS, GENERAL

- A. Gypsum Base for Veneer Plaster: Apply according to ASTM C 844 unless manufacturer's written recommendations are more stringent.

3.3 INSTALLING JOINT REINFORCEMENT

- A. Gypsum Base for Veneer Plaster: Reinforce interior angles and flat joints with joint tape and embedding material to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.

3.4 GYPSUM VENEER PLASTERING

- A. Bonding Agent: Apply bonding agent on dry substrate according to gypsum veneer plaster manufacturer's written recommendations.
- B. Gypsum Veneer Plaster Application: Comply with ASTM C 843 and with veneer plaster manufacturer's written recommendations.

- 1. Two-Component Gypsum Veneer Plaster:

- a. Base Coat: Trowel apply base coat over substrate to uniform thickness of 1/16 to 3/32 inch. Fill all voids and imperfections.
 - b. Finish Coat: Trowel apply finish-coat plaster over base-coat plaster to uniform thickness of 1/16 to 3/32 inch.

- C. Gypsum Veneer Plaster Finish: Smooth-troweled finish.

- 1. Indications that gypsum base panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, and irregular shape.
 - 2. Indications that gypsum base panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END

SECTION 093000

TILING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Patching of existing Floor tile.
- B. Alternates: Not Applicable.
- C. Items To Be Furnished Only: Not Applicable.
- D. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
 - 1. Section 144213 - INCLINED PLATFORM WHEELCHAIR LIFTS for Stairlift Installation.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification:
 - 1. Quarry Floor Tile to match existing.

PART 2 - PRODUCTS

2.1 TILE SCHEDULE

- A. Floor Tile: Quarry Floor Tile to match existing

- B. Portland Cement Mortar to match existing ANSI A108.02.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove coatings, including curing compounds and other substances that contain soap, wax, oil, or silicone, that are incompatible with tile-setting materials.
- B. Provide concrete substrates for tile floors that comply with flatness tolerances specified in referenced ANSI A108 Series of tile installation standards.
 - 1. Fill cracks, holes, and depressions with trowelable leveling and patching compound according to tile-setting material manufacturer's written instructions. Use product specifically recommended by tile-setting material manufacturer.
 - 2. Remove protrusions, bumps, and ridges by sanding or grinding.
- C. Blending: For tile exhibiting color variations within ranges selected during Sample submittals, verify that tile has been factory blended and packaged so tile units taken from one package show same range of colors as those taken from other packages and match approved Samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

3.2 INSTALLATION, GENERAL

- A. ANSI Tile Installation Standards: Comply with parts of ANSI A108 Series "Specifications for Installation of Ceramic Tile" that apply to types of setting and grouting materials and to methods indicated in ceramic tile installation schedules.

3.3 WALL TILE INSTALLATION

- A. Install types of tile designated for wall installations to comply with requirements in the Wall Tile Installation Schedule, including those referencing TCA installation methods and ANSI setting-bed standards. Do not install with cut edges exposed.

3.4 CLEANING AND PROTECTING

- A. Cleaning: On completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.
 - 1. Remove grout residue from tile as soon as possible.

END OF SECTION

SECTION 099000

PAINTING AND COATING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Field painting of exposed interior items and surfaces.
 2. Paint wall surfaces and running trim corner-to-corner where wall and other patching occurs.
- B. Alternates: Not Applicable.
- C. Items To Be Installed Only: Not Applicable.
- D. Items To Be Furnished Only: Not Applicable.
- E. Related Work: The following items are not included in this Section and will be performed under the designated Sections:
1. Section 092600 – GYPSUM VENEER PLASTERING for surface preparation of plaster patching.

1.3 DEFINITIONS AND EXTENT

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

- B. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

1.4 SUBMITTALS

- A. Product Data: For each paint system indicated. Include block fillers and primers.
 - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.
- C. Mockups: Provide test sample for all paint colors and finishes to match existing surfaces.
 - 1. Designer will approve color-match and finishes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work are listed in the Finish Schedule at the end of this Section.

2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates.

3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3. Provide finish coats that are compatible with primers used.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by

manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.

- C. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- D. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Designer.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.6 PAINT SCHEDULE

- A. Schedule: Provide products and number of coats specified. Use of manufacturer's proprietary product names to designate colors, materials, generic class, standard of quality and performance criteria and is not intended to imply that products named are required to be used to the exclusion of equivalent performing products of other manufacturers.
- B. Interior Paint Schedule:
 - 1. Interior Existing and New Gypsum Wallboard and Veneer Plaster, Latex Paint Finish:

a. One Coat, Primer:

- 1) Moore Eco Spec WB Interior Latex Primer 372.
- 2) Duron Genesis Latex Primer.
- 3) S-W ProMar 200 Zero-VOC Latex Wall Primer.
- 4) PPG Pure Performance Latex Primer.
- 5) California Paint Envirotech Zero VOC Primer 646.

b. And Two Coats, Eggshell Finish: At walls, and elsewhere where eggshell finish is employed.

- 1) Moore Eco Spec WB Interior Latex Eggshell 374.
- 2) Duron Genesis Latex Eggshell.
- 3) S-W ProMar 200 Zero-VOC Latex Eggshell.
- 4) PPG Pure Performance Latex Eggshell.
- 5) California Paint Envirotech Zero VOC Eggshell 631.

or

c. And Two Coats, Semi-Gloss Finish: At areas where semi-gloss finish is employed.

- 1) Moore Eco Spec WB Interior Latex Semi-Gloss 376.
- 2) Duron Genesis Latex Semi-Gloss.
- 3) S-W ProMar 200 Zero-VOC Latex Semi-Gloss.
- 4) PPG Pure Performance Latex Semi-Gloss.
- 5) California Paint Envirotech Zero VOC Semi-Gloss 663.

2. Interior Architectural Woodwork, Latex Paint Finish:

a. One Coat, Primer:

- 1) Moore Eco Spec WB Interior Latex Primer 372.
- 2) Duron Genesis Latex Primer.
- 3) S-W ProMar 200 Zero-VOC Latex Primer.
- 4) PPG Pure Performance Latex Primer.
- 5) California Paint Envirotech Zero VOC Primer 646.

b. And Two Coats, Semi-Gloss:

- 1) Moore Eco Spec WB Interior Latex Semi-Gloss 376.
- 2) Duron Genesis Latex Semi-Gloss.
- 3) S-W ProMar 200 Zero VOC Latex Semi-Gloss.
- 4) PPG Pure Performance Latex Semi-Gloss.
- 5) California Paint Envirotech Zero VOC Semi Gloss 663.

END OF SECTION

**SECTION 14 42 13
INCLINED PLATFORM WHEELCHAIR LIFTS**

PART 1 - GENERAL

1.1 SUMMARY AND DEFINITIONS

1.1 GENERAL PROVISIONS

- 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.
- 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 OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:

- 1. All Work of Section 144213 –INCLINED PLATFORM WHEELCHAIR LIFTS

1.2 SUMMARY AND DEFINITIONS

A. Related Documents

- 1. VT Drawings 01
 - 2. Fire Alarm System Drawings: Building Fire Alarm Integration system to connect the lift control system with the building fire alarm system where applicable.
 - 3. Division 16 - Electrical: Electrical power service and wiring connections.
 - 4. Section 04800 - Masonry Assemblies: Anchor placement in masonry.

B. Intent

- 1. This section includes:
 - a. Replacement of two (2) Inclined Platform Wheelchair Lifts
 - b. The following outlines the scope of work covered in this Section:
 - 1) The decommissioning, removal, and installation of two (2) new Inclined Platform Wheelchair Lifts identified as WCL1 & WCL2.
 - 2. Related equipment shall be designed, constructed, installed and adjusted to produce the highest results with respect to smooth, quiet, convenient and efficient operation, durability, economy of maintenance, and the highest standard of safety.
 - 3. It is not the intent of these specifications to detail the construction and design of all parts of the equipment, but it is expected that the type, materials, design, quality of work and construction of

INCLINED PLATFORM WHEELCHAIR LIFTS

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- each part shall be adequate for the service required, durable, properly coordinated with all other parts, and in accordance with the best commercial standards applicable and of the highest commercial efficiency possible.
4. Electric and magnetic circuits and related parts shall be of proper size, design and material to avoid heating and arcing, and all other objectionable effects which may reduce the efficiency of operation, economy of maintenance and/or net-useful life of the apparatus.
 5. Minimum requirements for design, materials, etc., are for certain parts of the equipment. Equivalent requirements approved by the Consultant shall apply to such parts as are of special design, construction or material and to which the specified requirements are not directly applicable. These minimum requirements as a whole shall be considered as establishing proportionate general minimum standards for all parts of the equipment.
 6. The Consultant may permit variations from the requirement of these specifications to permit use of the Contractor's standard equipment, provided such standard equipment is in every way adequate for the intended use and meets the full intent of these specifications. All such variations proposed by the manufacturer shall be called to the attention of the Consultant and shall only be made if approved in writing prior to the award of the contract.
 7. General requirements for design, materials and construction are intended primarily to apply to the heavy-duty and important parts of the equipment specifically mentioned and to other parts of similar duty and importance. Less important and light-duty parts may be of the standard design, materials and construction provided that, in the opinion of the Consultant, such standards are in accordance with the best commercial practice and are fully adequate for the purpose of use. All such variations shall be made only on the Consultant's written approval.
 8. All equipment and component parts installed, supplied or provided under this contract shall be manufactured and distributed by a third-party, non-installer company servicing the vertical transportation industry.
 - a. Apparatus shall conform to the design and construction standards referenced herein and shall be rated the best commercial grade suitable for this application.
 - b. Equipment and component systems shall not employ any experimental devices or proprietary designs that could hamper and/or otherwise prohibit subsequent maintenance repairs or adjustments by all qualified contractors.
 - c. Manufacturers of the apparatus shall provide technical support and parts replacements for their equipment and component systems for a minimum of twenty (20) years, and issue such guarantee of support to the purchaser with written certification naming the final Owner of their product(s) to ensure the apparatus or systems remain maintainable regardless of who may be selected for future service.
 9. All equipment provided shall be factory and field tested with a history of design reliability and net-useful life established.
 10. The Contractor shall be a Division of Capital Asset Management and Maintenance (DCAMM) certified general contractor with a current certification.
 11. 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 three years) projects of similar size, scope, and cost. The apparent low bidder shall submit the following information for each project:
 - a. Project Description
 - b. Project Value
 - c. Date was conducted
 - d. Reference with contact information for the Owner who was the recipient of the work.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

12. 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.
13. Contractor must be able to demonstrate the apparatus to be installed has been used successfully in a substantially similar manner under comparable conditions.
14. If the apparatus proposed differs substantially in construction, material composition, design, size, capacity, duty or other such rating from the equipment previously used for the same purpose by the manufacturer, the Consultant may reject the apparatus or require the vendor test and demonstrate the adequacy and suitability for this particular situation. Any necessary tests shall be performed at the sole expense of the Contractor with no prior guarantee of acceptance after the testing procedure.
15. The Contractor shall not use as part of the permanent equipment any experimental devices, proprietary design, components, construction of materials which have not been fully tried out in at least substantially similar or under comparable service, except as may be especially approved by the Consultant. If any important equipment or devices to be used on this installation differ substantially in construction, materials, design, size, capacity or duty from corresponding items previously used for the same purpose by the manufacturer, they shall pass such tests as the Consultant may require to fully show their adequacy and suitability. These tests shall be in addition to tests herein specified and shall be made at the expense of the Contractor.
16. Certain design limitations, tests, etc., are herein specified as a partial check of the adequacy of design, construction and materials used. These requirements do not cover all features necessary to ensure satisfactory and approved operation, etc., of the equipment.
17. It is understood, the entire system shall be designed, fabricated, modified and/or upgraded in full compliance with applicable local laws and code standards. The absence of a particular item or requirement shall not relieve the Contractor of the full and sole responsibility for such equipment, features and/or procedures.
18. With the exception of only those items specifically identified as being performed by others, the Specifications are intended to include all engineering, material, labor, testing, and inspections needed to achieve work specified by the Contract Documents. Inasmuch as it is understood that any incidental work necessary to complete the project is also covered by the Specifications, bidders are cautioned to familiarize themselves with the existing job site conditions. Additional charges for material or labor shall not be permitted subsequent to execution of the Contract.
19. Bidders must report discrepancies or ambiguities occurring in the Specifications to the Consultant for resolution prior to the bidding deadline, otherwise the Specifications shall be deemed acceptable in their existing form.

C. Termination of Existing Agreement(s)

1. By submitting a bid, the existing maintenance provider agrees that any service contract(s) in effect shall be terminated by the Owner should the project be awarded to another vendor upon thirty (30)-day written notice to the Contractor by the Owner.
 - a. The contract(s) shall be terminated with no penalty to the Owner or Contractor.
 - b. Owner will be responsible for money owed the Contractor for services provided and work performed up until the date of cancellation.

D. Abbreviations and Symbols

1. The following abbreviations, Associations, Institutions, and Societies may appear in the Project Manual or Contract Documents:

AHJ Authority Having Jurisdiction

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

AIA	American Institute of Architects
ANSI	American National Standards Institute
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
IBC	International Building Code
IEEE	Institute of Electrical and Electronics Engineers
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Agency
OPSI	Office of Public Safety and Inspections
OSHA	Occupational Safety and Health Act

E. Codes and Ordinances / Regulatory Agencies

1. Work specified by the Contract Documents shall be performed in compliance with applicable Federal, State, and municipal codes and ordinances in effect at the time of Contract execution. Regulations of the Authority Having Jurisdiction shall be fulfilled by the Contractor and Subcontractors. The entire installation, when completed, shall conform with all applicable regulations set forth in the latest editions of:
 - a. Local and/or State laws applicable for logistical area of project work.
 - b. Building Code applicable to the AHJ.
 - c. Elevator Code applicable to the AHJ.
 - d. Safety Code for Elevators and Escalators, ASME A18.1 and all supplements as modified and adopted by the AHJ.
 - e. Safety Code for Elevators and Escalators, A17.1S supplement to A17.1 as modified and adopted by the AHJ for Machine Room Less installations (MRL).
 - f. Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2.
 - g. Safety Code for Existing Elevators and Escalators, ASME A17.3 as modified and adopted by the AHJ.
 - h. Guide for emergency evacuation of passengers from elevators, ASME A17.4.
 - i. National Electrical Code (ANSI/NFPA 70).
 - j. American with Disabilities Act - Accessibility Guidelines for Building and Facilities and/or A117.1 Accessibility as may be applicable to the AHJ.
 - k. ASME A17.5/CSA-B44.1 - Elevator and escalator electrical equipment.
 - l. ECC (Energy Conservation Code) as may be applicable to the AHJ.
 - m. MA 524 CMR – Massachusetts Elevator Code
 - n. MA 780 CMR – Massachusetts Building Code
 - o. MA 521 CMR – Massachusetts Architectural Access Board
2. The Contractor shall advise the Owner's Representative of pending code changes that could be applicable to this project and provide quotations for compliance with related costs.

F. Definitions

1. Defective Work: Operation or control system failure, including excessive malfunctions; performances below specified ratings; excessive wear; unusual deterioration or aging of materials

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- or finishes; unsafe conditions; need for excessive maintenance; abnormal noise or vibration; and similar unusual, unexpected, and unsatisfactory conditions.
2. Provide: Where used in this document, provide shall mean to install new device, apparatus, system, equipment or feature as specified in this document.
 3. Definitions in ASME A17.1 as amended or modified by the AHJ apply to work of this Section.

1.3 DELIVERY / STORAGE / HANDLING / COORDINATION

A. Delivery and Storage of Material and Tools

1. Delivery, Storage and Handling:
 - a. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name and manufacturer's name. Delivered materials shall be identical to accepted samples.
 - b. Store materials under cover in a dry and clean location, off the ground.
 - c. Remove delivered materials which are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
2. The Owner shall bear no responsibility for the materials, equipment or tools of the Contractor and shall not be liable for any loss thereof or damage thereto.
3. The Contractor shall confine storage of materials on the job site to the limits and locations designated by the Owner and shall not unnecessarily encumber the premises or overload any portion with materials to a greater extent than the structural design load of the Facility.

B. Work with Other Trades / Coordination

1. Coordinate installation of sleeves, block outs, equipment with integral anchors, and other items that are embedded in concrete or masonry for the applicable equipment. Furnish templates, sleeves, equipment with integral anchors, and installation instructions and deliver to Project site in time for installation.
2. Coordinate sequence of installation with other work to avoid delaying the Work.
3. Coordinate locations and dimensions of other work relating to the equipment scheduled for installation electrical service, electrical outlets, lights, and switches as it relates to the specific equipment.

C. Removal of Rubbish and Existing Equipment

1. On a scheduled basis, the Contractor shall remove all rubbish generated in performing work specified in the Contract Documents from the job site.
2. Any component of the existing elevator plant that is not reused under the scope of work specified in the Contract Documents shall become property of the Contractor and, as such, shall be removed from the premises at the Contractor's sole expense.
3. The Contractor agrees to dispose of the aforementioned equipment and rubbish in accordance with any and all applicable Federal, State, and municipal environmental regulations, and further accepts all liability that may result from handling and/or disposing of said material.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

D. Protection of Work and Property

1. The Contractor shall continuously maintain adequate protection of all their work from damage and shall protect the Owner's property from injury or loss arising out of this contract.
2. The Contractor shall make good any such damages, injury or loss, except such as may be directly caused by agents or employees of the Owner.
3. The Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Such protection shall include any necessary guards or other barricades for employee protections during and after the modernization procedure.

1.4 RELATED WORK

A. Work by Lift/Elevator Contractor Included in the Base Bid

1. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - a. Installation of new electrical conduit and power feeders between the load side of existing and or new main line disconnect switches and new lift control equipment where required for the completion and installation of equipment.
 - b. Provide the following signage, plates and tags:
 - 1) Provide all required manufacturer data plates and installation-specific tags and signs of the types and styles containing information as required by applicable Codes and Standards as adopted and/or modified by the AHJ.
 - c. Subsequent to the contract execution, the Contractor shall perform a Violation search and review of all open Applications in conjunction with the filing procedure. Subsequently, any and all outstanding Violations and/or open Applications shall be indicated on the Request for Permit; and such outstanding Violations shall be expunged, and open Applications closed out as part of this filing procedure.
 - 1) If requirements and/or work necessary to satisfy outstanding Violation or Applications are not included in the contracted scope of work, the Elevator Contractor shall prepare an itemized listing with relative extra costs to cure the condition(s) and expunge and/or close out the Violation or Application for the Owners' and Consultants' review/approval prior to executing such work procedures.
 - d. Provide wall mounted or equipment mounted certificate frame finishes in satin stainless steel and sized in accordance with MA 524 CMR certificates.
 - e. Provide State ID tags on the main line disconnect and list as directed.
 - f. Provide owners designation of each lift on the lift and disconnect (Confirm WCL1 & WCL2)

B. Work Specified Under Other Sections (Work by Other Trades)

1. The following requirements shall be applicable based on prevailing conditions at the site of work and/or mandated modifications for code compliance.
 - a. Installation of new main line power feed with related disconnect switch designed and located per local law requirements.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- 1) Circuit breakers and/or fused disconnects shall be lockable in the “OFF” position in accordance with applicable code.
- b. Provide necessary patching, repairing, painting and installation of masonry and/or dry wall required for the installation of the lifts.

1.5 PERMITS AND SUBMITTALS

A. Permits

1. Prior to commencing work specified by the Contract Documents, the Contractor shall, at its own expense, obtain all permits or variances as may be required by the AHJ and provide satisfactory evidence of having obtained said permits and variances to both the Owner’s Representative and Consultant.
2. File necessary drawings for approval of all Authorities Having Jurisdiction.
3. The Contractor shall undertake the necessary review and search procedure to identify open applications and/or outstanding violations for this property; and close-out such applications and/or expunge such violations relative to the project scope as required for final acceptance by the AHJ.
4. Outstanding applications and violations must be indicated on the request for permit filing for this procedure to ensure such applications and/or violations are dismissed accordingly.
5. All relative costs shall be included in the base bid proposal with the understanding that corrective actions are covered under the specified scope of work.

B. Decommissioning

1. This contractor shall include all costs and procedures related to any requirements for the decommissioning of the existing inclined lifts in preparation for the new installation of inclined lifts.
 - a. This shall include proper permit applications and fees along with appropriate notifications.

C. Submittals

1. Prior to beginning the work, the Contractor shall submit and have approved copies of layout drawings, shop drawings and standard cuts. These items shall include:
 - a. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1) Submit manufacturer’s installation instructions, including preparation, storage and handling requirements.
 - 2) Include complete description of performance and operating characteristics.
 - b. Shop Drawings:
 - 1) Show typical details of assembly, erection and anchorage.
 - 2) Include wiring diagrams for power, control, and signal systems.
 - 3) Show complete layout and location of equipment, including required clearances.
 - c. All specified additional accessories

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

1) Cut-Sheets

- d. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
 - e. Verification Samples: For each finish product specified, two samples, representing actual product, color, and patterns.
2. The Consultant and the Owner's Representative shall pass on the submittals with reasonable promptness and the Contractor shall be responsible to ensure that there will be no delay in their work or that of any other trade involved.
 3. Approved filing and submittal requirements must be completed before equipment and related materials are ordered.
 4. Copies of Department of Buildings' permits and/or governing authority's documents will be posted at the job site with copies issued to the Owner's Agent, Owner's Representative and Consultant.
 5. Samples of wood, metal, plastic, paint or other architectural finish material applicable to this project shall be submitted for approval by the Owner's designee.
 6. It shall be understood that approval of the drawings and cuts by Owner's designee, Architect and/or Consultant shall be for general arrangement only and does not include measurements which are the Contractor's responsibility or approval of variations from the contract documents required by the AHJ.
 7. The Contractor shall prepare a record log and maintain all submittals, shop drawings, catalog cuts and samples.

D. Measurements and Drawings

1. Drawings or measurements included with the bidding material shall be for the convenience of the bidders only and full responsibility for detailed dimensions lies with the Contractor.
2. In the execution of the work on the job, the Contractor shall verify all dimensions with the actual conditions.
3. Where the work of the Contractor is to join other trades, the shop drawings shall show the actual dimensions and the method of joining the work of the various trades.

E. Substitutions

1. Requests for substitutions will be considered under the following time limitations and situations:
 - a. Not less than ten (10) calendar days before bids are due.
 - b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturer's plant through fire, flood or bankruptcy.
2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
3. Request for substitutions shall include complete data with drawings and samples as required, including the following:
 - a. Quality Comparison - Proposed substitution versus the specified product.
 - b. Changes required in other work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost Data - Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- e. Safety Comparison – Proposed substitution shall provide equivalent or greater safety, with certification data provided where relevant.
- 4. When proposing a substitution, the Contractor represents that:
 - a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
 - b. They will guarantee the substitution in the same manner as the product specified.
 - c. They will coordinate and make other changes as required in the work as a result of the substitution.
 - d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under “cost data”.
- 5. The Owner will be sole judge of the acceptability of the proposed substitution.
- 6. The Owner and Consultant will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees or any other persons performing the work or offering to perform the work.

F. Changes in Scope and Extra Work

- 1. The Owner may at any time make changes in the specifications, plans and drawings, omit work, and require additional work to be performed by the Contractor.
 - a. Each such addition or deletion to the Contract shall require the Owner and the Contractor to negotiate a mutually acceptable adjustment in the contract price, and, for the Contractor to issue a change order describing the nature of the change and the amount of price adjustment.
 - b. The Contractor shall make no additions, changes, alterations, or omissions or perform extra work except on written authorization of the Owner.
 - c. Each change order shall be executed by the Contractor, Owner, and the Consultant.
 - d. All change orders shall be provided with requested backup including vendor or manufacture quotes, markup, overhead, profit, labor costs/hour, number of hours, fees, etc..

G. Keys

- 1. Upon the initial acceptance of work specified by the Contract Documents on each unit, the Contractor shall deliver to the Owner, six (6) keys for each general key-operated device that is provided under these specifications in accordance with ASME A17.1, Part 8 standards as may be adopted and modified by the AHJ.
- 2. All other keying of access or operation of equipment shall be provided in accordance with ASME A17.1 Part 8 as may be adopted and modified by the AHJ.

H. Diagnostic Tools

- 1. Prior to seeking final acceptance of the project, the Contractor shall deliver to the Owner any specialized tools required to perform diagnostic evaluations, adjustments, and/or programming changes on any microprocessor-based control equipment installed by the Contractor. All such tools shall become the property of the Owner.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- a. Owner's diagnostic tools shall be configured to perform all levels of diagnostics, systems adjustment and software program changes which are available to the Contractor.
 - b. Owner's diagnostic tools that require periodic re-calibration and/or re-initiation shall be performed by the Contractor at no additional cost to the Owner for a period equal to the term of the maintenance agreement from the date of final acceptance of the project.
 - c. The Contractor shall provide a temporary replacement, at no additional cost to the Owner, during those intervals in which the Owner might find it necessary to surrender a diagnostic tool for re-calibration, re-initiation or repair.
 2. Contractor shall deliver to the Owner, printed instructions, access codes, passwords or other proprietary information necessary to interface with the microprocessor-control equipment.
- I. Wiring Diagrams, Operating Manuals and Maintenance Data
1. Deliver to the Owner, two (2) identical volumes of printed information organized into neatly bound manuals prior to seeking final acceptance of the project.
 2. The manuals shall also be submitted in electronic format on non-volatile media, incorporating raw 'CAD' and/or Acrobat 'PDF' file formats. Electronic manuals shall be properly indexed, bookmarked, and searchable.
 3. Manuals, as well as electronic copies, shall contain the following:
 - a. Step-by-step adjusting, programming and troubleshooting procedures that pertain to the solid-state microprocessor-control and motor drive equipment.
 - b. Passwords or identification codes required to gain access to each software program in order to perform diagnostics or program changes.
 - c. A composite listing of the individual settings chosen for variable software parameters stored in the software programs of both the motion and dispatch controllers.
 - d. Method of control and operation.
 4. Provide two (2) sets of "AS INSTALLED" straight-line wiring diagrams in both hard and electronic format in accordance with the following requirements:
 - a. Displaying name and symbol of each relay, switch or other electrical component utilized including identification of each wiring terminal.
 - b. Electrical circuits depicted shall include all those which are hard wired.
 - c. Supplemental wiring changes performed in the field shall be incorporated into the diagrams in order to accurately replicate the completed installation.
 5. Furnish two (2) sets of bound instructions and recommendations for maintenance, with special reference to lubrication and lubricants along with the full Maintenance Control Program as required Part 8 of ASME A17.1.
 6. Manuals or photographs showing controller replacement parts with part numbers listed.
- J. Demonstration
1. Prior to seeking final acceptance of the project, the Contractor shall conduct a on-site training session with building personnel selected by the Owner.
 2. The focus of the session shall include:
 - a. Explain each control feature and its correct sequence of operation.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

3. Control features covered shall include but, not be limited to:

- a. Attendant Hand-Held Pendant Control Operation
- b. Autofold Platform Operation.
- c. Platform On-Board Emergency Alarm Operation
- d. Emergency Battery Operation
- e. Audio-Visual Alert Operation.
- f. Fire Alarm Integration Operation

K. Advertising

- 1. Advertising privileges shall be retained by the Owner.
- 2. It shall be the responsibility of the Contractor to keep the job site free of posters, signs, and/or decorations.
- 3. Contractor's logo shall not appear on faceplates without the approval of the Owner.

1.6 QUALITY ASSURANCE

A. Materials and Quality of Work

- 1. All materials are to be new and of the best quality of the kind specified.
- 2. Installation of such materials shall be accomplished in a neat manner and be of the highest quality.
 - a. Should the Contractor receive written notification from the Owner stating the presence of inferior, improper, or unsound materials or quality of installation, the Contractor shall, within twenty-four (24) hours, remove such work or materials and make good all other work or materials damaged.
 - b. Should the Owner permit said work or materials to remain, the Owner shall be allowed the difference in value or shall, at its election, have the right to have said work or materials repaired or replaced as well as the damage caused thereby, at the expense of the Contractor, at any time within one (1) year after the completion of the work; and neither payment made to the Contractor, nor any other acts of the Owner shall be construed as evidence of acceptance and waiver.

B. Electrical Design Requirements (General)

- 1. The following typical requirements shall apply to all parts of the work and are supplementary to other requirements noted under the respective headings.
 - a. The design and construction of the motors shall conform to the requirements of these specifications and to the ASME Standards for Rotating Electrical Machinery with revisions issued to the first day when the work of this Contract was advertised.
 - 1) Motors shall operate successfully under all loads and speeds and during acceleration and deceleration.
 - 2) Motors shall be designed for quiet operation without excessive heat.
 - 3) Insulation on motor coils and windings and on all insulated switch, relay, brake and other coils shall conform to the requirements of minimum Class "F" insulation, as defined in ANSI Standards for Rotating Electrical Machinery. All motors shall be impregnated twice.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- 4) Switches, relays, etc., on controller, starter and signal panels and similar items on other parts of the equipment shall be the latest improved type for the condition of use. They shall function properly in full accordance with the requirements of the machines controlled and with the specified operating requirements of the elevator. Any of these parts showing wear or other injurious effects during the guarantee period to the extent that abnormal maintenance is required or indicated shall be replaced with proper and adequate parts by the Contractor.
- 5) Contacts in elevator motor circuits which are intended to be opened by governors or other safety devices shall be copper to carbon or other approved non-fusing type.
- 6) Where required, controllers and other component parts of the installation shall be labeled in accordance with the latest codes and standards as adopted and/or otherwise modified by the AHJ.
- 7) Electrical equipment, motors, controllers, etc., installed under this contract shall have necessary CSA/US or UL/US listing as may be required by the AHJ. Equipment shall be labeled or tagged accordingly.

C. Materials, Painting and Finishes

1. Design and fabricate lift to manufacturer's standard design for indoor locations.
2. Guide rails and ramps shall be extruded aluminum. Extruded aluminum and steel components shall be painted with electrostatically applied and baked powder coat as follows:
 - a. Silver Moon or Optional color as selected by Architect from an RAL color chart.
3. Electrical printed circuit boards and control transformers to be treated with a conformal coating for resistance to ambient moisture.
4. Provide all necessary signage per AHJ, including data plates, and restriction signage.

D. Accessibility Requirements

1. The highest operable part of controls, dispensers, receptacles, and other operable equipment shall be placed within at least one of the reach ranges specified in 521 CMR 6.5, Forward Reach and 521 CMR 6.6, Side Reach.
2. Clear floor space must be provided at all entry and exit locations to the inclined wheelchair lift in accordance with the clear floor space requirement as cited in 521 CMR 26.6.3 and 26.6.4
3. Electrical and communications system receptacles on walls shall be mounted between 15 inches 15" and 48 inches above the floor, measured at the centerline of the lowest receptacle.
4. All such controls shall be located at least 18 inches (18" = 457mm) from an interior corner.
5. Controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than five lbs.

1.7 WARRANTY / MAINTENANCE SERVICES

A. Contract Close-Out, Guarantee and Warranties

1. The Contractor agrees to certify that work performed in accordance with the Contract Documents shall remain free of defects in materials and quality of work for a period of one (1) year after final acceptance of the completed project, or acceptance thereof by beneficial use on a unit-by-unit basis, whichever occurs first.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

2. The sole duty of the Contractor under this warranty is to correct any non-conformance or defect and all damages caused by such defect without any additional cost to the Owner and within fifteen (15) days of notification.
3. The express warranty contained herein is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.
4. In the event the Contractor fails to fulfill its obligations defined herein, the Owner shall have the express right to perform the Contractor's obligations and to charge the Contractor the cost of such performance or deduct an equal amount from any monies due the Contractor.
5. Warranty and Warranty Maintenance coverage shall be effective upon the acceptance of the overall project and shall continue for 12 months.

B. Maintenance Coverage

1. The following maintenance coverage apply:
 - a. Warranty Maintenance
 - 1) Warranty full comprehensive maintenance and related services for a period of 12 months shall be provided in accordance terms of this specification.
 - 2) Costs related to warranty maintenance shall be included in the base bid.
 - 3) Include systematic examination (minimum of 2 visits), adjustment, and lubrication of equipment. Repair or replace parts whenever required. Use parts produced by manufacturer of original equipment.
 - 4) Provide emergency call back service for this warranty maintenance period during regular time and overtime hours at no additional cost to the owner.
 - 5) Perform maintenance work using competent and qualified personnel approved by manufacturer or original installer.

C. Manufacture Product Warranty

1. Manufacture Warranty: Provide a two-year limited warranty covering replacement of defective parts and excluding labor.

PART 2 - PRODUCTS

2.1 GENERAL DESCRIPTION

A. Inclined Platform Wheelchair lift, WCL1

1. Quantity: One (1)
2. Application: Indoor
3. Capacity (lbs.): 550 lbs.
4. Speed (fpm): 13 fpm traveling up; 16 fpm traveling down.
5. Travel in Feet: 45", verify in field (1'-6.5" Vertical Rise)
6. Platform Deck: Surface shall be slip resistant.
7. Platform Size A (ADA Compliant): 800 mm (31 1/2 in.) wide by 1250mm (49 1/4") long.
8. Platform Operation:
 - a. Automatic Fold: Folded and unfolded electrically from the call station.
 - b. Emergency Manual Fold: When unit is left in the open position, the platform may be manually folded and retained in the closed position.

B. Inclined Platform Wheelchair lift, WCL2

1. Quantity: One (1)
2. Application: Indoor
3. Capacity (lbs.): 660 lbs.
4. Speed (fpm): 20 fpm, slowing to 50 percent of rated speed before entering and while rounding corners.
5. Travel in Feet: 132.5", verify in field (5'-10" Vertical Rise)
6. Platform Deck: 16 gauge sheet metal coated with electrostatically applied and baked anti-skid Sandex black paint
7. Platform Size A (ADA Compliant): 31-1/2 inches (800 mm) wide by 48 inches (1220 mm) long.
8. Platform Operation:
 - a. Automatic Fold: Folded and unfolded electrically from the call station.
 - b. Emergency Manual Fold: When unit is left in the open position, the platform may be manually folded and retained in the closed position.

2.2 MANUFACTURERS

A. Pre-Approved Equipment Manufacturers

1. The following manufacturer's equipment and materials have been pre-approved for use on this project. Other equipment not specifically mentioned shall be considered for approval on an individual basis.
 - a. Garaventa Stair-Lift Model XPRESS II, Savaria Delta Inclined Platform Lift or Approved Equal
 - b. Garaventa Stair-Lift, Model GSL Artira, Savaria Omega IPL or Approved Equal.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

2. Original Equipment Manufacturers may substitute their own branded equipment subject to the following:
 - a. All requirements of the specifications are met regarding performance, appearance, serviceability and support.
 - b. A full stock of all regular and critical replacement parts required for this project are maintained at a facility within fifty (50) miles of the project site.
 - 1) Any parts not stocked at the above referenced facility shall be identified with the location of the nearest source and shall be available for next-day delivery upon demand.
 - c. All parts and software shall be made available for purchase to a qualified elevator maintenance firm with one (1) business day delivery without direct Owner involvement.
 - 1) Provide details of parts supply facility and a list of current parts pricing for all major components required for the installation.
 - d. All specialized tools, equipment, software, and passwords, required to maintain, repair, adjust the operation, and perform code mandated inspections are provided to the Owner as part of the base installation.
 - 1) Updates to these items shall be available via the parts supply facility referenced above.
 - e. Technical support of the product(s) shall be available to the Owner's elevator service provider

2.3 COMPONENTS / OPERATION

A. Under Platform Obstruction Sensing:

1. Provide an under-platform sensing device to stop the platform from traveling in the downward direction when encountering 4 lbf of pressure.
2. Platform is permitted to travel in the opposite direction of the obstruction to allow clearing.

B. Passenger Restraining Arms:

1. Platform equipped with retractable passenger restraining arms in compliance with ASME A18.1a – 2001 or more recent edition as approved by AHJ.
2. Arms stop moving when an obstruction causing 4 lbf of pressure is encountered and will immediately retract when the signal is removed.
3. Provide with means to manually unlock and open the restraining arms for passenger emergency evacuation.
4. Arms are folded and unfolded electrically from the call stations or platform controls.
5. Top of arms mounted 32 in. to 38 in. above the platform deck. When in the guarding position the arms are located above the perimeter of the platform.
6. The gaps between the ends of the arms shall not exceed 4 in.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

C. Boarding Ramps:

1. Provide boarding sides of platform with retractable ramps positioned for travel at a height of 6 in. measured vertically above the platform deck.
2. Lock ramps in their guarding positions during travel. When the platform is at the landing, only the retractable ramp servicing the landing shall be operable.
3. Ramps shall be folded and unfolded electrically.
4. Retractable ramps, in the guarded position, shall withstand a force of 125 lbf applied on any 4 in. by 4 in.) area. This force shall not cause the height of the ramp, at any point in its length, to be less than 150 mm (6 in.) measured vertically above the platform deck.
5. Provide a means to manually unlock the ramps for emergency evacuation when the platform is located at a landing.
6. Provide with a bi-directional obstruction sensitive device on the travel direction end of the platform to stop the lift when 20 N (4 lbf) of pressure is encountered on either the outside or inside of the platform. Platform is permitted to travel in the opposite direction of obstruction to allow clearing.
7. When platform folds, passenger restraining arms shall fold down and be covered by the folded platform.

D. Platform Kick Plate:

1. Provide on the non-boarding and non-guide rail side of the platform a kick plate of not less 6 in. in height, measured vertically from the platform deck.
2. When the platform is folded the kick plate shall cover the platform controls, providing protection from vandalism.

E. Pedestrian Safety Lights:

1. Equip platform with amber pedestrian safety lights located at both ends of the platform to alert pedestrian traffic that the platform is on the stairway.

F. Hand Grips:

1. WCL1: Equip platform with a 32 mm (1-1/4 in.) tubular steel hand grip or grab bar at the top of the platform. The hand grip is to cover the entire width of the platform.
2. WCL2: Equip platform with two 6-7/8 inch long by 1-1/4 inch diameter aluminum hand grips or grab bars on the front face of the platform with the top being 33-1/4 inch above the platform deck.

G. Clearances Dimensions:

1. WCL1 Clearances:
 - a. The platform shall not protrude more than 10 1/4 in. from the mounting surface when folded and stored.
 - b. The platform shall not protrude more than 40 1/4 in. from the mounting surface when unfolded and in use.
2. WCL2 Clearances:
 - a. When folded platform shall not protrude more than 12-5/8 inches to 13-5/8 inches from mounting surface.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- b. When unfolded and in use platform shall not protrude more than 40 inches to 41 inches from wall.
- H. Controls:
 - 1. Controls: 24 VDC Low Voltage type.
 - 2. Platform equipped with emergency stop switch located within reach of the passenger. When activated the emergency stop button shall cause electric power to be removed from the drive system stopping lift immediately.
 - 3. Operating controls shall be two separate 1 1/2 diameter round continuous pressure buttons with directional arrows, mounted on the front surface of the platform control panel.
 - 4. When the platform arrives at landing and the user releases the directional control button, the passenger restraining arms and boarding ramp shall unfold automatically allowing passenger to disembark.
 - 5. Platform control panel shall include a receptacle for an optional plug-in hand-held attendant pendant control.
 - 6. Platform shall be equipped for:
 - a. Keyless Operation.
 - 7. Provide control wiring to allow the platform to be folded into the storage position from the opposite call station.
 - 8. Provide control wiring to allow the platform to be called to the opposite landing in the folded open position.
- I. Passenger Seat:
 - 1. Fold-down type with safety belt.
- J. Side Loading Platform:
 - 1. Provide with automatic folding ramps and kick plates at boarding sides of platform.
- K. Platform Security Lock:
 - 1. Provide to prevent unauthorized unfolding of the platform.
- L. Attendant Hand-Held Pendant Control:
 - 1. Provide lift with a plug-in pendant control for attendant operation.
- M. Autofold Platform:
 - 1. Automatically fold platform into storage position when left unused in open position at any landing for:
 - 2. 3 minutes
- N. Platform On-Board Emergency Alarm:
 - 1. Provide platform with an on-board alarm that sounds when emergency stop button is pushed. The alarm shall have a battery back-up so that it will continue to function if lift power is lost.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

O. Remote Platform Boarding (If Applicable):

1. Platform shall travel beyond standard boarding position to remote boarding location away from stairs. Provide with ramp extensions 3-inch extruded aluminum added to the boarding ramps.

P. Under Hanger Sensing:

1. Provide bottom of platform hanger with a sensing plate to stop the platform from traveling in the downward direction when encountered with 4 lbs of pressure. It shall Side of Hanger Obstruction Device: Provide a sensor that detects obstructions in the path of the side of the hanger. Lift shall stop immediately and not travel until the obstruction is removed. It shall be possible to drive the platform away from the obstruction. be possible to drive the platform away from the obstruction.

Q. Drive and Guide Rail System:

1. Operation WCL1:

- a. Motor: 0.6 kW (3/4 HP) electric motor with an integrated brake.
- b. Required power: 208-240 VAC, single phase, 50/60 Hz. on a dedicated 20-amp circuit. Power Transmission: Worm gear reduction to a pinion moving on a fixed gear rack.
- c. A frequency inverter shall be used to smoothly start and stop the platform motion.
- d. Drive carriage and associated control devices to be located within the platform conveyance.
- e. An upper final limit switch shall be provided to stop the lift in the event of a failure of the primary limit switch.
- f. Drive system shall be equipped with an hour counter.
- g. Verify all requirements with the manufacturer.
- h. Provide overspeed governor and brake on upper carriage drive, containing mechanical overspeed sensor and lock, with electrical drive cut-out protection.
- i. Provide with manual handwheel for emergency operation.

2. Operation WCL2:

- a. Motor: 2 H.P. electric motor with an integrated brake.
- b. Required power: 208-240 VAC, single phase, 50/60 Hz. on a dedicated 20 amp circuit. Rated current shall be 7 amps for operation with rated load.
- c. Locate roped sprocket drive system consisting of a motor, gearbox and PCC controller (Programmable Configuration Controller) at the upper end of the tubes.
- d. PCC controller shall be custom programmed to soft start and stop and the slow down platform travel speed for all corners and landings of the lift. Normal operating speed shall be 20 feet per minute, slowing to 50 percent of this speed before entering and while rounding corners.
- e. Equip drive with an emergency manual lowering system.
- f. Verify all requirements with the manufacturer.
- g. Locate overspeed safety at the bottom of the tube assembly and shall consist of a mechanical overspeed sensor and brake with electrical drive cut-out protection.
- h. Provide a final limit switch at the upper end of the tubes to stop the platform if it travels past the normal terminal stopping device.
- i. Compact Drive Cabinet with Separate Control Box:
 - 1) Compact drive cabinet will house all mechanical drive system components and shall be located at the end of the tube system.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- 2) Controller box will contain all the electrical components of the drive system and be located up to 20 feet away from the compact drive. Control box dimensions are 12 inches wide by 24 inches high by 11-1/4 inches deep.
- 3) Provide an integrated lockable mainline disconnect and breaker in the compact drive control box.

R. Guide Rail System:

1. Guide Rail WCL1:

- a. Two-part guide rail system consisting of:
 - 1) Main Upper Rail: Extruded aluminum weighing 8 lb/ft. with integrally mounted zinc plated gear rack.
 - 2) Lower Rail: 1 1/2 in. by 2 1/2 in.
- b. Rail Mounting:
 - 1) Rails shall be mounted to steel support posts that are secured to the lower landing floor and stair treads. Support posts shall be 64 mm (2 1/2 in.) by 64 mm (2 1/2 in.) hollow structural steel.
 - 2) Provide a mechanical stop at the upper landing to prevent over-travel of the drive carriage in the event of a switch failure.

2. Guide Rail WCL2:

- a. Tube System:
 - 1) Construct of two 2 inch diameter steel tubes spaced 23-5/8 inches apart vertically. Tubes will run parallel to the stairs and horizontal to landings throughout the length of travel.
 - 2) When negotiating a horizontal landing a third 2 inch diameter steel tube shall be added to the tube system to guide and stabilize platform.
 - 3) Tube system shall not protrude more than 4-7/8 inches to 5-7/8 inches from the wall.
 - 4) Suspension means contained in the tubes shall be a 3/8 inch diameter galvanized steel core wire rope with a breaking strength of 9460 pounds.
 - 5) Locate overspeed safety at the bottom of the tube assembly and shall consist of a mechanical overspeed sensor and brake with electrical drive cut-out protection.
 - 6) Provide a final limit switch at the upper end of the tubes to stop the platform if it travels past the normal terminal stopping device.
- b. Rail Mounting:
 - 1) Direct Mount Solid Walls: Rails directly mounted to the stairway wall.
 - 2) Steel Tube Filler: Provide additional 2 inch (51mm) diameter steel tubes added to the guide rail system for aesthetics or to create a further safety barrier with a maximum 6 inch (152 mm) opening between tubes.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

S. Emergency Battery Operation:

1. At a minimum, emergency battery lowering shall be provided with on-board battery system to allow the user to lower the platform during a power failure.

T. Auxiliary Power:

1. Provide battery back-up system for normal up / down lift operation during power failure for a minimum period of 1/2 hour with rated load where available.

U. Platform Storage Beyond Upper/Lower Landings:

1. Platform shall travel in the folded position beyond the upper landing at the top stair nose to a remote parking position away from the stairs.
2. Platform shall travel in the folded position beyond the lower landing to a remote parking position. Provide with a ramp extension for this configuration.

V. Final Limit Switch at Lower Landing:

1. Platform will land over a flight of stairs and will have a final lower limit switch (if required)

W. Pedestrian Handrail Integrated with Guide Rail WCL1:

1. Provide a pedestrian handrail to be mounted to the top of the upper rail.
2. The top of the handrail gripping surface shall be between 31 in. and 50 in. above the stair nosing and have a smooth gripping surface 38 mm (1-1/2 in.) in diameter.
3. Handrail will be on the same plane as the upper rail of the lift.

X. Pedestrian Handrail Integrated with Guide Rail WCL2:

1. A third rail acting as a handrail shall be added where existing handrails are either removed or blocked by the lifting equipment.
2. The top of the handrail gripping surface shall be between 34 inches and 38 inches above the stair nosing and have a smooth gripping surface 1-1/2 inch in diameter.
3. Handrail shall be in the same vertical plane as the guide rail system.
4. Handrails shall be mounted to the tube assembly and shall not be interrupted by newel posts, or other construction elements or obstructions.

Y. Call Stations WCL1:

1. Provide surface mounted call stations at both landings.
2. Call stations:
 - a. Operating voltage to be 24V (wired)
3. Call stations shall be provided with continuous pressure directional control buttons for call and send.
4. A one-touch control system shall be used to automatically fold/unfold the platform, boarding ramps and passenger restraining arms.
5. Call stations shall be equipped for:

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

- a. Keyless Operation.
- 6. Provide continuous pressure Attendant Call buttons on each call station.
- 7. Mounting:
 - a. Lower landing call station:
 - 1) Surface mounted call station.
 - b. Upper landing call station:
 - 1) Surface mounted call station.

Z. Call Stations WCL2:

- 1. Provide surface mounted call stations at both landings.
 - a. Provide a call station at each serviced landing that will automatically shut off if left unattended for over 2 minutes.
 - b. Call stations, 24 V low voltage with four illuminated 2 inches (51 mm) by 2 inches (51mm) square membrane touch sensitive buttons: one touch platform fold, one touch platform unfold and two directional call and send buttons.
 - c. Provide call stations with Smart-Lite Technology to prompt the user with the next sequential step of operation. Call station buttons will emit an audible "beep" when pushed to confirm button activation to the user.
- 2. Call stations shall be equipped for:
 - a. Keyless Operation.
- 3. Provide continuous pressure Attendant Call buttons on each call station.
- 4. Mounting:
 - a. Lower landing call station:
 - 1) Surface mounted call station.
 - b. Upper landing call station:
 - 1) Surface mounted call station.

AA. Additional Safety or Code Requirements:

- 1. Wall Mounted Audio-Visual Alert: Provide wall mounted audio-visual alter(s) with adjustable volume control that sound while the lift is in operation and are visible by pedestrian traffic from all flights and landings.
- 2. Building Fire Alarm Integration: Coordinate with Section 13650 Building Fire Alarm System to connect the lift control system with the building fire alarm system. If the lift is not in operation when the building fire alarm system is activated power will be cut to the lift preventing use during fire evacuation. If the lift is in use when the building fire alarm system is activated, the lift shall only allow the passenger to travel to the designated landing with the emergency exit.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Inspection

1. Study the Contract Documents with regard to the work as specified and required so as to ensure its completeness.
2. Examine surface and conditions to which this work is to be attached or applied and notify the Owner in writing if conditions or surfaces are detrimental to the proper and expeditious installation of the work. Starting the work shall imply acceptance of the surfaces and conditions to perform the work as specified.
3. Verify, by measurements at the job site, dimensions affecting the work. Bring field dimensions which are at variance with those on the accepted shop drawings to the attention of the Owner. Obtain the decision regarding corrective measures before the start of fabrication of items affected.
4. Cooperate in the coordination and scheduling of the work of this section with the work of other sections so as not to delay job progress.

3.2 INSTALLATION

A. Installation

1. Install inclined platform lifts, using skilled personnel in strict accordance with the final accepted shop drawings and other submittals.
2. Comply with the code, manufacturer's instructions and recommendations.
3. Coordinate work with the work of other building functions for proper time and sequence to avoid delays and to ensure right-of-way of system. Use lines and levels to ensure dimensional coordination of the work.
4. Accurately and rigidly secure supporting elements to the encountered construction within the tolerance established.
5. Provide and install motor, switch, control, safety and maintenance and operating devices in strict accordance with the submitted wiring diagrams and applicable codes and regulations having jurisdiction.
6. Install platform lifts in accordance with in compliance with regulatory requirements specified and the manufacturer's instructions.
7. Install system components and connect to building utilities.
8. Accommodate equipment in space indicated.
9. Startup equipment in accordance with manufacturer's instructions.
10. Adjust for smooth operation.
11. After installation, touch up in the field, surfaces of shop primed elements which have become scratched or damaged.
12. Lubricate operating parts of system as recommended by the manufacturer.

3.3 FIELD QUALITY CONTROL

A. Inspection and Testing

1. Upon completion of each work phase or individual elevator specified herein, the Contractor shall, at its own expense, arrange and assist with inspection and testing as may be required by the A.H.J. in order to secure a permit to operate.

B. Substantial Completion

1. The work shall be deemed "Substantially Complete" for an individual unit or group of units when, in the opinion of the Consultant, the unit is complete, such that there are no material and substantial variations from the Contract Documents, and the unit is fit for its intended purpose.
2. Governing authority testing shall be completed and approved in conjunction with inspection for operation of the unit; a certificate of operation or other required documentation issued; and remaining items mandated for final acceptance completion are limited to minor punch list work not incorporating any life safety deficiencies.
3. The issuance of a substantial completion notification shall not relieve the Contractor from its obligations hereunder to complete the work.
4. Final completion cannot be achieved until all deliverables, including but not limited to training, spare parts, manuals, and other documentation requirements, have been completed.

C. Contractor's Superintendent

1. The Contractor shall assign a competent project superintendent during the work progress and any necessary assistant, all satisfactory to the Owner. The superintendent shall represent the Contractor and all instructions given to him shall be as binding as if given to the Contractor.

3.4 PROTECTION / CLEANING

A. Protection and Cleaning

1. Adequately protect surfaces against accumulation of paint, mortar, mastic and disfiguration or discoloration and damage during shipment and installation.
2. Upon completion, remove protection from finished surfaces and thoroughly clean and polish surfaces with due regard to the type of material. Work shall be free from discoloration, scratches, dents and other surface defects.
3. The finished installation shall be free of defects.
4. Before final completion and acceptance, repair and/or replace defective work, to the satisfaction of the Owner, at no additional cost.
5. Remove tools, equipment and surplus materials from the site.

B. Barricades

1. The Contractor shall provide barricades where necessary in order to maintain adequate protection of areas in which work specified by the Contract Documents is being performed, including open hoistway entrances. Fabrication and erection as all barricades shall be in compliance with applicable OSHA regulations.

**ALLEN HALL STAIRLIFT REPLACEMENT
DMH, ALLEN HALL, WESTBOROUGH, MA**

C. Acceptance Testing

1. The Contractor shall provide at least five (5) days prior written notice to the Owner and Consultant regarding the exact date on which work specified in the Contract Documents will reach completion on any single unit of vertical transportation equipment.
2. In addition to conducting whatever testing procedures may be required by local inspecting authorities in order to gain approval of the completed work, and before seeking approval of said work by the Owner, the Contractor shall perform certain other tests in the presence of the Consultant.
3. The Contractor shall provide test instruments, test weights, and qualified field labor as required to safely operate the unit under load conditions that vary from empty to full rated load and, in so doing, to successfully demonstrate compliance with applicable performance standards set forth in the project specifications with regard to:
 - a. Operation of safety devices.
 - b. Sustained velocity of the lift in either direction of travel.
4. Upon completion of work specified in the Contract Documents and in conjunction with the aforementioned testing procedures, the Contractor shall carry out additional testing of control features in the presence of the Consultant.
5. The Contractor shall provide test instruments and qualified field labor as required to successfully demonstrate:
 - a. Attendant Hand-Held Pendant Control Operation
 - b. Autofold Platform Operation.
 - c. Platform On-Board Emergency Alarm Operation
 - d. Emergency Battery Operation
 - e. Audio-Visual Alert Operation.
 - f. Fire Alarm Integration Operation

END OF SECTION

TABLE OF CONTENTS

SECTION 26 00 01

ELECTRICAL

PART 1 - GENERAL	1
1.1 GENERAL PROVISIONS	1
1.2 SCOPE OF WORK	1
1.3 RELATED WORK	2
1.4 DEFINITIONS	2
1.5 CODES, REFERENCES AND PERMITS	3
1.6 GENERAL REQUIREMENTS	4
1.7 MATERIAL AND EQUIPMENT STANDARDS	4
1.8 SUBMITTALS	4
1.9 OPERATION AND MAINTENANCE DATA	9
1.10 RECORD DRAWINGS	9
1.11 WARRANTIES	10
1.12 COORDINATION	11
1.13 COORDINATION DRAWINGS	12
1.14 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS	13
1.15 INSPECTION OF SITE CONDITIONS	14
1.16 SURVEY AND MEASUREMENTS	14
1.17 DELIVERY, STORAGE AND HANDLING	14
1.18 PROTECTION OF WORK AND PROPERTY	14
1.19 SUPERVISION	15
1.20 SAFETY PRECAUTIONS	15
1.21 SCHEDULE	15
1.22 HOISTING, SCAFFOLDING AND PLANKING	15
1.23 CUTTING AND PATCHING	15
1.24 SLEEVES, INSERTS AND ANCHOR BOLTS	16
1.25 SUPPLEMENTARY STEEL, CHANNELS AND SUPPORTS	17
1.26 HAZARDOUS MATERIALS	17
1.27 ACCESSIBILITY	17
1.28 SEISMIC RESTRAINT REQUIREMENTS	18
1.29 PROJECT CLOSEOUT	18
PART 2 - PRODUCTS	21
2.0 NOT USED	21

2.1 IDENTIFICATION 21

2.2 RACEWAYS AND CONDUIT 21

2.3 WIRE AND CABLE (600V) 23

2.4 WIRING DEVICES AND PLATES 25

2.5 OUTLET BOXES 26

2.6 JUNCTION AND PULL BOXES 27

2.7 SAFETY DISCONNECT SWITCHES 27

PART 3 - EXECUTION 28

3.0 DEMOLITION..... 28

3.1 IDENTIFICATION 29

3.2 RACEWAYS AND CONDUIT 30

3.3 WIRE AND CABLE (600V) 33

3.4 WIRING DEVICES AND PLATES 35

3.5 OUTLET BOXES 35

3.6 JUNCTION AND PULL BOXES 36

3.7 SAFETY DISCONNECT SWITCHES 36

3.8 BASIC ACCEPTANCE TESTS..... 37

SECTION 26 00 00

ELECTRICAL

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 SCOPE OF WORK

- A. This project consists of the disconnection and make safe of (2) stairlifts. The EC shall retain the existing circuitry and connect to new equipment after installation. The EC shall also disconnect controls and alarms and reconnect to new.
- B. The work under this Section shall include the furnishing of all materials, labor, equipment and supplies and the performance of all operations to provide complete working systems, in general, to include the following items:
 - 1. Identification
 - 2. Nameplates
 - 3. Raceways and Conduit
 - 4. Wire and Cable (600V)
 - 5. Wiring Devices and Plates
 - 6. Outlet Boxes
 - 7. Junction Boxes, Pull Boxes and Wireways
 - 8. Safety Disconnect Switches
 - 9. Fuses
 - 10. Modifications to existing panelboards (Eaton)
 - 11. UL listed Compatible circuit breakers
 - 12. Fire Seal and Fireproof Sealant
 - 13. Supervision and Approval
 - 14. Electrical Connections to Equipment provided under other Sections or by Owner.
 - 15. Relocation of existing electrical components that interfere with new construction and removal and disposal of obsolete components. Storage and reinstallation.
 - 16. Testing
 - 17. Operating and maintenance instructions and manuals
 - 18. Coordination drawings
 - 19. Shop drawings
 - 20. Record (as-built) drawings
- C. Work of this Section is generally shown on the Electrical Drawings.

1.3 RELATED WORK

- A. Principal classes of Work related to the Work of this Section are listed in the Specification Table of Contents, and are specified to be performed under the indicated Sections of the Specifications. Refer to the indicated Sections for description of the extent and nature of the indicated Work, and for coordination with related trades. This listing may not include all related Work items. It is the responsibility of the Contractor to coordinate and schedule the Work of this Section with that of all other trades.
- B. The following work is not included in this section and will be provided under other sections:
1. Furnishing and installation of motors, disconnects and VFDs.
 2. Structural supports necessary to distribute loading from equipment to roof or floor except as specified.
 3. Temporary light, power, water, heat, gas and sanitary facilities for use during construction and testing. Refer to Division 01, General Conditions.
 4. Telephone system, wire, cable, equipment and instruments.
 5. Automatic Temperature Control and Direct Digital Communication wiring except as noted on Drawings.
 6. Concrete work including concrete housekeeping pads and blocks for vibrating and rotating equipment, and ductbank envelopes.
 7. Flashing of roof and wall penetrations.
 8. Painting, except as specified herein.

1.4 DEFINITIONS

- A. As used in this Section, the following items are understood to have the following meaning:
1. **“Contractor or Subcontractor”**, unless otherwise qualified, shall mean the installer of the work specified under this Section.
 2. **“Furnish”** shall mean purchase and deliver to the project site, complete with every necessary appurtenance.
 3. **“Install”** shall mean unload at the delivery point at the site and perform all work necessary to establish secure mounting and proper operation at the proper location in the project.
 4. **“Provide”** shall mean "Furnish" and "Install".
 5. **“Work”** shall mean all labor, materials, equipment, apparatus, controls, accessories and all other items required for a proper and complete installation.
 6. **“Concealed”** shall mean hidden from sight in chases, furred-in spaces, shafts, hung ceilings, embedded in construction or in a crawl space. Areas to be concealed as part of tenant alterations to the building shall also be considered in this definition.
 7. **“Exposed”** shall mean not installed underground or concealed as defined above.
 8. **“Furnished by Others”** shall mean materials or equipment purchased under other sections of the general contract and installed by this section of the specifications by this trade Contractor.

9. **“Owners Representative”** shall be the party responsible to make decisions regarding all contractual obligations in reference to the Scope of Work for the Owner.
10. **“Date of Substantial Completion”** shall indicate the date where the work has been formally accepted as evidenced by completed final punch list or where the work has reached the stage that the Owner obtains beneficial use and commences utilization of the installed systems for business or occupancy purposes. The GENERAL REQUIREMENTS, DIVISION 01, shall supersede this definition where specifically defined.

1.5 CODES, REFERENCES AND PERMITS

- A. Materials, installation of systems and equipment provided under this section shall be done in strict accordance with the Department of Public Safety, Department of Environmental Protection, State Building Code and any other Codes and Regulations having jurisdiction including but not limited to:
 1. All Applicable NFPA Standards
 2. National Electrical Code (NEC)
 3. Occupational Safety and Health Administration (OSHA)
 4. State and Local Building Codes
 5. Underwriters' Laboratories, Inc. (UL)
- B. Unless otherwise specified or indicated, materials, workmanship and equipment performance shall conform with the latest governing edition of the following standards, codes, specifications, requirements, and regulations, except when more rigid requirements are specified or are required by applicable codes but not limited to:
 1. American National Standards Institute (ANSI)
 2. American Society of Mechanical Engineers (ASME)
 3. American Society of Testing and Materials (ASTM)
 4. Certified Ballast Manufacturers (CME)
 5. Illuminating Engineering Society (IES)
 6. Institute of Electrical and Electronics Engineers (IEEE)
 7. Insulated Cable Engineers Association (ICEA)
 8. National Electrical Contractors Association (NECA)
 9. National Electric Manufacturers Association (NEMA)
 10. Thermal Insulation Manufacturers Association (TIMA)
- C. Codes, laws and standards provide a basis for the minimum installation criteria acceptable. The drawings and specifications illustrate the scope required for this project, which may exceed minimum codes, laws and standards.
- D. Give all notices, file all plans, obtain all permits and licenses, and obtain all necessary approvals from authorities having jurisdiction. Deliver all certificates of inspection to the authorities having jurisdiction. No work shall be covered before examination and approval by the Owner's Representative, inspectors, and authorities having jurisdiction. Replace imperfect or condemned work to conform to requirements, satisfactory to Owner's Representative, and without extra cost to the Owner. If work is covered before

inspection and approval, this Contractor shall pay costs of uncovering and reinstalling the covering, whether it meets contract requirements or not.

1.6 GENERAL REQUIREMENTS

A. Nameplates

1. Each major component of equipment shall have the manufacturer's name, address, type or style, model or serial number, and catalog number on a plate secured to the equipment.

B. Equipment Guards

1. Belts, pulleys, chains, gears, couplings, projecting setscrews, keys, and other rotating parts so located that any person may come in close proximity thereto shall be completely enclosed or guarded. High-temperature equipment and piping so located as to endanger personnel or create a fire hazard shall be guarded or covered with insulation of type specified for service.

1.7 MATERIAL AND EQUIPMENT STANDARDS

- A. Where equipment or materials are specified with the name of a manufacturer, such specification shall be deemed to be used for the purpose of establishing a standard for that particular item. No equipment or material shall be used unless previously approved by the Owner's Representative.
- B. Substitutions may be offered for review provided the material, equipment or process offered for consideration is equal in every respect to that indicated or specified. The request for each substitution must be accompanied by complete specifications together with drawings or samples to properly appraise the materials, equipment or process. The Contractor shall highlight and list all applicable specification requirements which the substituted material deviates from.
- C. If a substitution of materials or equipment in whole or in part is made, this Contractor shall bear the cost of any changes necessitated by any other trade as a result of said substitution.
- D. All materials, equipment and accessories provided under this section shall be new and unused products of recognized manufacturers as approved.

1.8 SUBMITTALS

- A. Conform to the requirements of Division 01, General Conditions, for schedule and form of all submittals unless specifically noted otherwise in this section. Coordinate this submittal with submittals for all other finishes. Shop drawings and design layouts shall be prepared by licensed installing Contractor s and shall note the name(s), license

number(s) and license expiration date(s) of the Contractor (s) installing electrical systems.

B. Definitions:

1. Shop Drawings are information prepared by the Contractor to illustrate portions of the work in more detail than indicated in the Contract Documents.
2. Acceptable Manufacturers: The mechanical design for each product is based on the single manufacturer listed in the schedule or shown on the drawings. In Part 2 of the specifications, certain Alternate Manufacturers are listed as being acceptable. In addition, the MATERIAL AND EQUIPMENT STANDARDS paragraph potentially allows for substitutions as being acceptable. These are acceptable only if, as a minimum, they:
 - a. Meet all performance criteria listed in the schedules and outlined in the specifications. For example, to be acceptable, an emergency generator must deliver equal kW / kVA at equal or greater efficiency using equal or less fuel as the emergency generator listed in the schedules.
 - b. Fit within the available space it was designed for, including space for maintenance and component removal, with no modification to either the space or the product. Clearances to walls, ceilings, and other equipment will be at least equal to those shown on the design drawings. The fact that a manufacturer's name appears as acceptable shall not be taken to mean the Engineer has determined that the manufacturer's products will fit within the available space – this determination is solely the responsibility of the Contractor.
 - c. For rooftop mounted equipment and equipment mounted in areas where structural matters are a concern, the products must have a weight no greater than the product listed in the schedules or specifications.
 - d. Products must adhere to all architectural considerations including, but not limited to; being of the same color as the product scheduled or specified, fitting within the architectural enclosures and details, and for lighting – being the same size and of the same physical appearance as scheduled or specified products.

C. Submittal Procedures, Format and Requirements

1. Review submittal packages for compliance with Contract Documents and then submit to Owner's Representative for review. Submit enough sets of shop drawings such that, after review, two sets will be kept by the reviewer, with only the remaining sets returned with reviewer's marks and comments.
2. Each Shop Drawing shall indicate in title block, and each Product Data package shall indicate on cover sheet, the following information:
 - a. Title
 - b. Equipment number
 - c. Name and location of project
 - d. Names of Owner, Engineer and Seller
 - e. Names of manufacturers, suppliers, vendors, etc.
 - f. Date of submittal
 - g. Whether original submittal or resubmitted

3. Shop Drawings showing manufacturer's product data shall contain detailed dimensional drawings (minimum 1/4" – 1' scale) including plans and sections (where physical clearance could be an issue). Provide larger scale details as necessary.
4. Submit accurate and complete description of materials of construction, manufacturer's published performance characteristics, sizes, weights, capacity ratings (performance data, alone, is not acceptable), electrical requirements, starting characteristics, wiring diagrams, and acoustical performance for complete assemblies. Drawings shall clearly indicate location (terminal block or wire number), voltage and function for all field terminations, and other information necessary to demonstrate compliance with all requirements of Contract Documents.
5. Provide Shop Drawings showing details of piping connections to all equipment. If connection details are not submitted and connections are found to be installed incorrectly, this Contractor shall reinstall them within the original contract price.
6. Provide complete data for all auxiliary services and utilities required by submitted equipment. This shall include fuel, cooling and exhaust requirements and points of connections.
7. Provide a complete description of all controls and instrumentation required including electrical power connection drawing for all components and interconnection wiring to starters, detailed information on starters, control diagrams, termination diagrams, and all control interfaces with a central control system.
8. Provide installation and erection information including; lifting requirements, and any special rigging or installation requirements for all equipment.
9. The Owner's Representative shall approve all materials before commitment for materials is made.

D. Specifications and Schedule Compliance Statement

1. The manufacturer shall submit a point by point statement of compliance with each specification criteria listed in each paragraph for those submittals listed in Paragraph E: Product Data that are noted with an asterisk (*).
2. The statement of compliance shall consist of a list of all paragraphs (line by line) identified in Part 2 and applicable Part 3 of the specification for which the submitted product in the opinion of the manufacturer complies, deviates, or does not meet.
3. Where the proposed submittal complies fully, the word "comply" shall be placed opposite the paragraph number.
4. Where the proposed submittal does not comply, or accomplishes the stated function in a manner different from that described, a full description of the deviation shall be provided.
5. Verify each field of the associated schedule where associated technical data is presented on the drawings. Where the submitted material does not "comply" provide the value the submitted equipment will achieve based upon the specified conditions.
6. Where a full description of a deviation is not provided, it shall be assumed that the proposed system does not comply with the paragraph in question and the product will be rejected.

7. Submissions which do not include a point by point statement of compliance as specified shall be disapproved.
- E. Product Data: Submit complete manufacturer's product description and technical information including:
1. Identification
 2. Raceways and Conduit
 3. Wire and Cable (600V)
 4. Wiring Devices and Plates
 5. Outlet Boxes
 6. Junction Boxes, Pull Boxes and Wireways
 7. Safety Disconnect Switches
 8. Electrical permits
 9. Fuses
 10. Building System Grounding Components
 11. Fire Seal and Fireproof Sealant
 12. Seismic Restraints
 13. Coordination
 14. Storage Area
 15. Identification, labels and tags.
 16. O&M table of contents
- F. Submit shop drawings and product data grouped to include complete submittals of related systems, products and accessories in a single submittal.
1. Access panel shop drawings shall be submitted to the Construction Supervisor for approval.
 2. Do not submit multiple product information in a single bound manual.
 3. Three-ring binders shall not be accepted.
- G. Deviations:
1. Concerning deviations other than substitutions, proposed deviations from Contract Documents shall be requested individually in writing whether deviations result from field conditions, standard shop practice, or other cause. Submit letter with transmittal of Shop Drawings which flags the deviation to the attention of the Owner's Representative.
 2. Without letters flagging the deviation to the Owner's Representative, it is possible that the Engineer may not notice such deviation or may not realize its ramifications. Therefore, if such letters are not submitted to the Owner's Representative, the Seller shall hold the Engineers, his consultants and the Owner harmless for any and all adverse consequences resulting from the deviations being implemented. This shall apply regardless of whether the Engineer has reviewed or approved shop drawings containing the deviation, and will be strictly enforced.
 3. Approval of proposed deviations, if any, will be made at discretion of Engineer.
- H. Schedule: Incorporate shop drawing review period into construction schedule so that Work is not delayed. This Contractor shall assume full responsibility for delays caused

by not incorporating the following shop drawing review time requirements into his project schedule. Allow at least 10 working days, exclusive of transmittal time, for review each time shop drawing is submitted or resubmitted with the exception that 20 working days, exclusive of transmittal time are required for the following:

1. Emergency generator paralleling switchgear.
2. Short circuit and coordination report.
3. Coordination drawings.
4. If more than five shop drawings of a single trade are received in one calendar week.

I. Responsibility

1. Intent of Submittal review is to check for capacity, rating, and certain construction features. The Contractor shall ensure that work meets requirements of Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction; and for coordination of work of this and other Sections. Work shall comply with approved submittals to extent that they agree with Contract Documents. Submittal review shall not diminish responsibility under this Contract for dimensional coordination, quantities, installation, wiring, supports and access for service, nor the shop drawing errors or deviations from requirements of Contract Documents. The Engineer's noting of some errors while overlooking others will not excuse the Contractor from proceeding in error. Contract Documents requirements are not limited, waived nor superseded in any way by review.
2. Inform Contractor, manufacturers, suppliers, etc. of scope and limited nature of review process and enforce compliance with contract documents.

J. In the event that the Contractor fails to provide Shop Drawings for any of the products specified herein:

1. The Contractor shall furnish and install all materials and equipment herein specified in complete accordance with these Specifications.
2. If the Contractor furnishes and installs material and/or equipment that is not in complete accordance with these Specifications, he shall be responsible for the removal of this material and/or equipment. He shall also be responsible for the replacement of this material and/or equipment with material and/or equipment that is in complete accordance with these Specifications, at the direction of the Owner's Representative.
3. Removal and replacement of materials and/or equipment that is not in complete compliance with these Specifications shall be done at no extra cost to the Owner.
4. Removal and replacement of materials and/or equipment that is not in complete compliance with these Specifications shall not be allowed as a basis for a claim of delay of completion of the Work.

K. Mark dimensions and values in units to match those specified.

L. Submit Material Safety Data Sheets (MSD) on each applicable product with submittal.

1.9 OPERATION AND MAINTENANCE DATA

- A. Commence preparation of the Operating and Maintenance (O&M) manuals immediately upon receipt of “Approved” or “Approved as Noted” shop drawings and submit each section within one month. The final submission shall be no later than two months prior to the projected date of Substantial Completion of the Project.
- B. Each O&M document shall include the manufacturer’s web address for equipment specific O&M information for Internet access by the Owner.
- C. The manual shall consist of three (3) sets of manuals and include three (3) sets of CDs, which shall contain the scanned content of the entire manual. The manual shall highlight the actual equipment used and not be a master catalog of all similar products of the manufacturer. The manual shall be submitted for review prior to creation of the CDs.
- D. The Manual shall contain the following:
 - 1. Operations Manual
 - a. Systems description including all relevant information needed for day-to-day operations and management including start-up and shut-down instructions.
 - b. Wiring diagrams, schematics, logic diagrams and sequence of operations that accurately depict the controls system.
 - c. Depiction of each interface screen where programmable logic and visual displays are provided. Descriptors shall be provided to define displayed data, alarms, etc.
 - d. A single sheet (for ease of removal) of all access codes and passwords necessary to access all levels of control and programming.
 - e. Trouble shooting guide defining common alarms/problems with possible cause and effect.
 - 2. Maintenance Manual
 - a. Define all maintenance activities required to ensure system operation within manufacturers specified parameters. Provide table of all required activities plotted vs. interval with adequate fill-in-space for “activity completion date” and “comments”. Where multiple instrument readings are required, provide data sheet formatted to accommodate activity.
 - b. Define recommended spare parts inventory with part numbers and source defined for ordering by the Owner. Identify lead time on all parts, source location and cost.
 - c. Provide copy of all warranty information with associated date of substantial completion (commencement of warranty) and end date of coverage. Define all components/subsystems specifically included and excluded.

1.10 RECORD DRAWINGS

- A. Refer to DIVISION 01, General Conditions, for record drawings and procedures to be provided under this section, unless specifically noted otherwise in this section.
- B. Record Drawings (red-line drawings) will be updated by this Contractor daily for review with the monthly requisition. The record drawing shall be an accurate depiction of the systems as completed, including dimensions (vertical/horizontal) of concealed components off fixed building elements.
- C. The Electrical Foreman shall maintain complete and separate set of prints of Contract Drawings at job site at all times and shall record work completed and all changes from original Contract Drawings clearly and accurately including work installed as a modification or addition to the original design.
- D. At completion of work the Electrical Contractor shall prepare a complete set of record drawings on AutoCAD showing all systems as actually installed. The Architectural background AutoCAD files will be made available for the Contractor's copying, at his expense, to serve as backgrounds for the drawings. The Electrical Contractor shall transfer changes from field drawings onto AutoCAD drawings and submit copy of files and three sets of prints to Owner's Representative for comments as to compliance with this section. CADD layering as established by the A&E design team shall be maintained with any and all changes done by the Contractor.
- E. The Architect and Engineer are not granting to the Contractor any ownership or property interest in the CADD Drawings by the delivery of the CADD Disks to the Contractor. The Contractor's rights to use the CADD disks and the CADD Drawings are limited to use for the sole purpose of assisting in the Contractor's performance of its contractual obligations under its contract with respect to the Project. The Architect and Engineer are granting no further rights. Any reuse or other use by the Contractor will be at the Contractor's sole risk and without liability to the Architect and Engineer. The Contractor hereby waives and releases any losses, claims, damages, liabilities of any nature whatsoever, and costs (including attorney fees) arising out of, resulting from, or otherwise related to the use of the CADD Disks and CADD Drawings by the Contractor. The Contractor, to the maximum extent permitted by law, hereby agrees to indemnify, defend and hold the Architect and Engineer harmless from all loses, claims, damages, liabilities, and costs (including attorney fees) arising out of, resulting from, or otherwise related to the use of the CADD Disks and CADD Drawings by the Contractor.
- F. Record Drawings, shall show "as-built" condition of details, sections, riser diagrams, control changes and corrections to schedules. Schedules shall show actual manufacturer and model numbers of final equipment installation.
- G. The Electrical Contractor shall submit the record set for approval by the engineer a minimum of four weeks prior to seeking the permanent certificate of occupancy.

1.11 WARRANTIES

- A. Submit manufacturer's standard replacement warranties for material and equipment furnished under this Section. Such warranties shall be in addition to and not in lieu of all

liabilities which the manufacturer and the Electrical Contractor may have by law or by provisions of the Contract Documents.

- B. All materials, equipment and work furnished under this Section shall be guaranteed against all defects in materials and workmanship for a minimum period of one-year (1) commencing with the Date of Substantial Completion. Where individual equipment sections specify longer warranties, provide the longer warranty. Any failure due to defective material, equipment or workmanship which may develop, shall be corrected at no expense to the Owner including all damage to areas, materials and other systems resulting from such failures.
- C. Guarantee that all elements of each system meet the specified performance requirements as set forth herein or as indicated on the Drawings.
- D. Upon receipt of notice from the Owner of the failure of any part of the systems during the warranty period, the affected parts shall be replaced. Any equipment requiring excessive service shall be considered defective and shall be replaced.

1.12 COORDINATION

- A. Refer to Division 01, General Conditions, for coordination requirements applicable to this section, unless specifically noted otherwise in this section.
- B. Materials and apparatus shall be installed as fast as conditions of the building will permit and must be installed promptly when and as required.
- C. Confer with all other trades relative to location of all apparatus and equipment to be installed and select locations so as not to conflict with work of other Sections. Any conflicts shall be referred immediately to the Owner's Representative for decision to prevent delay in installation of work. All work and materials placed in violation of this clause shall be readjusted to the Owner's Representative's satisfaction at no expense to the Owner.
- D. Where work of this section will be installed in close proximity to work of other sections or where there is evidence that the work of this section may interfere with work of other sections, assist in working out space conditions to make satisfactory adjustment. Prepare and submit for approval 3/8" scale or larger working drawings and sections, clearly showing how the work is to be installed in relation to the work of other sections. If the work of this section is installed before coordinating with other trades or so as to cause interference with work of other trades, make changes necessary to protect conditions without extra charge.
- E. Keep fully informed as to the shape, size and position of all openings required for all apparatus, conduit, cable, sleeves, etc., and give information in advance to allow construction of required openings. Furnish all sleeves, pockets, supports and incidentals, and coordinate with the General Contractor for the proper setting of same.

- F. All distribution systems which require pitch or slope such as condensate drains and water piping shall have the right of way over those which do not. Confer with other trades as to the location of pipes, ducts, lights and apparatus and install work to avoid interferences.
- G. Make reasonable modifications in the work as required by structural interferences, or by interference with work of other trades, or for proper execution of the work without extra charge.

1.13 COORDINATION DRAWINGS

- A. Provide a set of Electrical coordination drawings for use in verifying required code clearances of all electrical equipment and for use in coordinating installation of equipment with other trades. Where practical, the CADD layering as established by the A&E team for the construction documents, shall be utilized in the preparation of all coordination drawings. Where CADD layering deviates from the A&E team's layering convention, submit the proposed layering system for approval. The CADD layering used shall provide, as a minimum, the flexibility of illustrating trade specific items similar to the established A&E team layering standard.
- B. The intent of the coordination drawings is to identify and resolve installation conflicts prior to fabrication and installation of any MEP trade.
- C. The HVAC Contractor's floor plans shall be the basis for floor plan coordination. The Electrical Contractor's reflected ceiling plans shall be the basis for reflected ceiling plan coordination. All other trades shall provide the HVAC / Electrical Contractors with their Drawings / Layers for incorporation into one set of coordinated multi-trade drawings.
- D. The CADD Drawings prepared by the Architect and Engineer contain representations of certain elements of the Project, and are not necessarily complete, nor are the CADD Drawings comparable or identical to final construction drawings. The Architect and Engineer make no representations or warranties with respect to the accuracy or completeness of the CADD Drawings. The Architect and Engineer do not recommend that the Contractor use the CADD Drawings in connection with the preparation of shop drawings. Should the Contractor choose to do so, however, the Contractor shall carefully review and compare the CADD Drawings with the corresponding final construction drawings to verify their accuracy and identify all discrepancies, differences, and inconsistencies in design, locations, dimensions, scope, and all other respects between the CADD Drawings and the corresponding final construction drawings. The Contractor, shall base the preparation and submission of shop drawings, and in general, shall base the performance of all its obligations with respect to the Project upon the information contained in the final construction drawings and not the CADD drawings. Nothing shall be construed as to relieve the Contractor of any of its obligations (such as, by way of illustration, the obligation to make field measurements or to coordinate drawings) under its contract with respect to the Project.
- E. Electrical Coordination Drawings shall be prepared as outlined below.

1. Prepare Electrical Coordination Drawings showing all Electrical work to be installed as part of Section 26 00 01. The Coordination Drawings shall be created using AutoCAD and shall have a scale of 1/4" or 3/8".
2. The Electrical Coordination Drawings shall show distribution equipment (switchboards, panelboards, transformers, motor control centers, etc), feeders, light fixtures, cable tray and conduit racks. Drawings shall include dimensions and elevation tags for all equipment, devices and material.
3. After incorporating all trades, resolve any areas of conflicts between trades under the direction of the General Contractor / Construction Manager and submit fully coordinated drawings to the Owner's Representative.
4. Do not install any of this work prior to the preparation and Engineer's review of the final Coordination Drawings. If Electrical work proceeds prior to the final Coordination Drawings, any change to the Electrical work to correct the interferences and conflicts which result will be made by this Contractor at no additional cost to the Owner.
5. Coordination Drawings are for this Contractor's and Owner's Representative's use during construction and shall not be construed as replacing any shop, "as-built", or Record Drawings required elsewhere in these Contract Documents.
6. Owner's Representative's review of Coordination Drawings shall not relieve this Contractor from his overall responsibility for coordination of all work performed pursuant to the Contract or from any other requirements of the Contract.

1.14 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. It is the intention of the Specifications and Drawings to call for complete, finished work, tested and ready for continuous operation. Any apparatus, appliance, material or work not shown on the Drawings, but mentioned in the Specifications or vice-versa, or any incidental accessories necessary to make the work complete in all respects and ready for operation, even if not particularly specified, shall be provided by this Contractor without additional expense to the Owner.
- B. The Drawings are generally diagrammatic. The locations of all items that are not definitely fixed by dimensions are approximate only. The exact locations must be determined at the project and shall have the approval of the Owner's Representative before being installed. This Contractor shall follow Drawings, including his shop drawings, in laying out work and shall check the Drawings of other trades to verify spaces in which work will be installed. Maintain maximum headroom and space conditions. Where space conditions appear inadequate, notify the Owner's Representative before proceeding with the installation. This Contractor shall, without extra charge, make reasonable modifications in the layout as needed to prevent conflict with work of other trades or for proper execution of the work.
- C. Any requests for information (RFI) for resolving an apparent conflict or unclarity, or a request for additional detail, shall include a sketch or equivalent description of Contractor's proposed solution.
- D. Size of conduits, cable trays, raceways and methods of running them are shown, but it is not intended to show every offset and fitting, nor every structural difficulty that may be

encountered. To carry out the true intent and purpose of the Drawings, all necessary parts to make complete approved working systems ready for use, shall be furnished without extra charge. All work shall be installed in an approved workmanlike manner.

1.15 INSPECTION OF SITE CONDITIONS

- A. Prior to submission of bid, visit the site and review the related construction documents to determine the conditions under which the Work has to be performed and send a report, in writing, to the Owner's Representative, noting any conditions which might adversely affect the Work of this Section of the Specifications.

1.16 SURVEY AND MEASUREMENTS

- A. Base all required measurements, horizontal and vertical, from referenced points established WITH the Owner's Representative. The Electrical Contractor shall be responsible for correctly laying out the Work required under this Section of the Specifications.
- B. In the event of discrepancy between actual measurements and those indicated, notify the Owner's Representative in writing and do not proceed with the related work until instructions have been issued.

1.17 DELIVERY, STORAGE AND HANDLING

- A. No materials shall be delivered or stored on site until corresponding Shop Drawings have been approved.
- B. All manufactured materials shall be delivered to the site in original packages or containers bearing the manufacturer's labels and product identification.
- C. Protect materials against dampness. Store off floors, under cover and adequately protected from damage.
- D. Inspect all equipment and materials, upon receipt at the job site, for damage and conformance to approved shop drawings.

1.18 PROTECTION OF WORK AND PROPERTY

- A. This Contractor shall be responsible for the care and protection of all work included under this Section until the completion and final acceptance of this Contract.
- B. Protect all equipment and materials from damage from all causes including, but not limited to, fire, vandalism and theft. All materials and equipment damaged or stolen shall be repaired or replaced with equal material or equipment at no additional cost to the Owner.

- C. Protect all equipment, outlets and openings with temporary plugs, caps and covers. Protect work and materials of other trades from damage that might be caused by work or workmen under this Section and make good damage thus caused.
- D. Damaged materials are to be removed from the site; no site storage of damaged materials will be allowed.

1.19 SUPERVISION

- A. Supply the service of a competent Supervisor with a minimum of 5 years experience in Electrical construction supervision who shall be in charge of the Electrical work at the site.

1.20 SAFETY PRECAUTIONS

- A. Life safety and accident prevention shall be a primary consideration. Comply with all of the safety requirements of the Owner and OSHA throughout the entire construction period of the project.
- B. Furnish, place and maintain proper guards and any other necessary construction required to secure safety of life and/or property.

1.21 SCHEDULE

- A. Construct work in sequence under provisions of Division 01 and as coordinated with the Owner's Representative.

1.22 HOISTING, SCAFFOLDING AND PLANKING

- A. The work to be done under this Section of the Specifications shall include the furnishing, set-up and maintenance of all derricks, hoisting machinery, cranes, helicopters, scaffolds, staging and planking as required for the work.

1.23 CUTTING AND PATCHING

- A. Include all coring, cutting, patching, and fireproofing necessary for the execution of the work of this Section. Structural elements shall not be cut without written approval of the Architect. This Contractor shall be responsible for taking all precautions required to identify hidden piping, conduits, etc. before any core drilling and/or cutting of slabs commences, including X-raying the affected slabs. Provide fire stopping to maintain the fire rating of the fire resistance-rated assembly. All penetrations and associated fire stopping shall be installed in accordance with the fire stopping manufacturer's listed installation details and be listed by UL or FM.

- B. All work shall be fully coordinated with all phases of construction, in order to minimize the requirements for cutting and patching.
- C. Form all chases or openings for the installation of the work of this Section of the specifications, or cut the same in existing work and see that all sleeves or forms are in the work and properly set in ample time to prevent delays. Be responsible that all such chases, openings, and sleeves are located accurately and are of the proper size and shape and consult with the Owner's Representative and all other trades concerned in reference to this work. Confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the approval of the Owner's Representative.
- D. Fit around, close up, repair, patch, and point around the work specified herein to match the existing adjacent surfaces and to the satisfaction of the Owner's Representative.
- E. Fill and patch all openings or holes left in the existing structures by the removal of existing equipment which is part of this Section of the Specifications.
- F. All of this work shall be carefully done by workmen qualified to do such work and with the proper and smallest tools applicable.
- G. Any cost caused by defective or ill-timed work required by this Section of the specifications shall be borne by this Contractor.
- H. When, in order to accommodate the work required under this Section of the specifications, finished materials of other trades must be cut or fitted, furnish the necessary drawings and information to the trades whose materials must be cut or fitted.

1.24 SLEEVES, INSERTS AND ANCHOR BOLTS

- A. Coordinate with other trades the location of and maintaining in proper positions, sleeves, inserts and anchor bolts to be supplied and/or set in place under this section of the specifications. In the event of incorrectly located preset sleeves, inserts and anchor bolts, etc., all required cutting and patching of finished work shall be done under this section of the specifications.
- B. All pipes passing through floors, walls, ceilings or partitions shall be provided with fire stopping to maintain the fire rating of the structure. All penetrations and associated fire stopping shall be installed in accordance with the fire stopping manufacturer's listed installation details. Provide sleeves for all penetrations where required by the listed detail, for the penetration of all mechanical room floors and where specifically required on the drawings.
- C. Field drilling (core drilling), when required, shall be performed under this section of the specifications, after receipt of approval by the Owner's Representative.
 - 1. When coring cannot be avoided, provide ¼ inch pilot hole prior to coring. When coring through floor or slab, verify location of core on floor below and protect

and piping, ductwork, wiring, furniture, personnel, etc., below the location of the core.

1.25 SUPPLEMENTARY STEEL, CHANNELS AND SUPPORTS

- A. Provide all supplementary steel, factory fabricated channels and supports required for the proper installation, mounting and support of all Electrical equipment, piping, etc., required by the Specifications.
- B. Supplementary steel and factory fabricated channels shall be firmly connected to building construction in a manner approved by the Owner's Representative as shown on the drawings or herein specified.
- C. The type and size of the supporting channels and supplementary steel shall be determined by the Contractor and shall be of sufficient strength and size to allow only a minimum deflection in conformance with the manufacturer's requirements for loading.
- D. All supplementary steel and factory fabricated channels shall be installed in a neat and workmanlike manner parallel to the walls, floors and ceiling construction. All turns shall be made with 90 degree and 45 degree fittings, as required to suit the construction and installation conditions.
- E. All supplementary steel including factory fabricated channels, supports and fittings shall be galvanized steel, aluminum or stainless steel where exposed or subject to rust producing atmosphere. Factory fabricated channels shall be manufactured by Unistrut, H-strut, Powerstrut or approved equal.

1.26 HAZARDOUS MATERIALS

- A. Removed batteries shall be recycled by a facility approved by the Owner's Representative. A uniform hazardous waste manifest shall be prepared for all disposals and returned with all applicable signoffs prior to application for final payment.
- B. Where it has been identified that asbestos-containing material exists within the scope limits, refer to the Asbestos Abatement specification section for requirements.

1.27 ACCESSIBILITY

- A. All work provided under this Section of the Specification shall be installed so that parts requiring periodic inspection, maintenance and repair are accessible. Work of this trade shall not infringe upon clearances required by equipment of other trades, especially code required clearances to electrical gear. Minor deviations from the drawings may be made to accomplish this, but changes of substantial magnitude shall not be made prior to written approval from the Owner's Representative.

1.28 SEISMIC RESTRAINT REQUIREMENTS

- A. Submit working plans and calculations reviewed, signed and stamped by a professional engineer who is registered in the State where the project is located and has specific experience in seismic calculations, certifying that the plans meet all seismic requirements established by authorities having jurisdiction over the project.
- B. For each seismic restraint, provide certified calculations to verify adequacy to meet the following design requirements:
 - 1. Ability to accommodate relative seismic displacements of supported item between points of support.
 - 2. Ability to accommodate the required seismic forces.
- C. For each respective set of anchor bolts provide calculations to verify adequacy to meet combined seismic-induced shear and tension forces.
- D. For each weldment between structure and item subject to seismic force, provide calculations to verify adequacy.
- E. Restraints shall maintain the restrained item in a captive position without short circuiting the vibration isolation.

1.29 PROJECT CLOSEOUT

- A. Certificates Of Approval
 - 1. Upon completion of all work, provide certificates of inspections from the following equipment manufacturers stating that the authorized factory representatives have inspected and tested the operation of their respective equipment and found the equipment to be in satisfactory operating condition and installed per the manufacturers installation instructions and requirements.
 - a. Breakers within Existing Switchboard
 - b. Disconnect Switches
- B. Construction Observations By The Engineer
 - 1. The engineer shall make progress site visits during construction and one substantial completion (punch list) site visit for determining substantial completion.
 - 2. The Trade Contractors and the General Contractor are required to inspect their own work and make any corrections to the work to comply with the specifications and the contract documents. It is not the responsibility of the engineer to develop lists of incomplete work items.
 - 3. Progress Site Visits
 - a. The purpose of the progress site visit by the engineer is to observe if the work is proceeding in accordance with the contract documents.
 - b. The engineer will prepare a field report which will note in general the work completed since the last observation visit, work found not to be in

accordance with the contract documents and work not corrected since the previous observation visit.

C. Substantial Completion

1. When the Contractor considers the Work under this Section is substantially complete, the Contractor shall submit written notice, through the General Contractor, with a detailed list of items remaining to be completed or corrected and a schedule of when each remaining work item will be completed. Should the engineer determine the list of remaining work does not constitute substantial completion the engineer will notify the Architect and/or Owner and he will not make a substantial completion site visit.
2. The following items shall be completed prior to the written request for substantial completion site visit:
 - a. Certification of successful operation of all systems.
 - b. Training of the Owner's personnel in the operation of the systems.
 - c. Record Drawings in accordance with the contract specifications.
 - d. Operation and Maintenance manuals.
 - e. Testing reports.
 - f. Manufacturer's certificates of approvals.
 - g. Emergency contact list for reporting of malfunctioning equipment during the warrantee period.
 - h. Contractors Project Completion certificate.
3. Should the Engineer, during the substantial completion visit, observe that the Work is substantially complete, s/he will provide a written listing of the observed deficiencies referred herein as the Punch List. The Punch List will provide for a place for the Contractor and general Contractor to sign off and date each item individually indicating that the observed deficiency item has been corrected.
4. Should the Engineer, during the substantial completion site visit, observe that the Work is not substantially complete, s/he will provide, a written list of the major deficiencies and a reason for the work not being considered substantially complete.
5. If the work is found not to be substantially complete then the engineer shall be reimbursed for his time to reobserve the work. A reobservation fee shall be charged to the Contractor through the contractual agreement for any further observations by the engineer.
6. The Contractor shall remedy all deficiencies listed in the punch list within the time frame required by the contract.

D. Final Completion

1. The following items shall be submitted prior to the written request for Final completion:
 - a. Revised Substantial Completion items to be resubmitted in accordance with the review process comments.
 - b. Warranties commencing the date of Substantial completion
 - c. Individual Signed and dated Punch List acknowledging completion of all punch list items

2. When the Contractor considers all of the punch list work items complete, the Contractor shall submit written notice through the General Contractor that all Punch List items are complete and resolved and the work is ready for final observation site visit. The signature lines for completion of each punch list item shall be signed by the Contractor indicating the work is complete and signed by the General Contractor indicating s/he has inspected the work and found it to be complete. Should the Engineer find the work to be finally complete and all Punch List items are complete the Engineer will make a recommendation to the Architect or Owner. If the Engineer has found the punch list work to be incomplete during final inspection a written listing of the observed deficiencies will be prepared by the Engineer.
 3. If the work is not fully complete then the engineer shall be reimbursed for his time to reobserve the work. A reobservation fee shall be charged to the Contractor through the contractual agreement for any reobservations by the engineer.
- E. Re-observation Fees
1. The re-observation fee shall be \$1200.00 per visit.
- F. Contractor's Project Completion Certificate
1. Upon completion of work and prior to request for Certificate of Occupancy, each Trade Contractor and the General Contractor shall issue a certificate stating that work has been installed generally consistent with construction documents and all applicable codes. OWL Engineers can furnish a blank Contractor's certificate form upon request. The certificate shall certify:
 - a. Execution of all work has been in accordance with the approved construction documents.
 - b. Execution and control of all methods of construction was in a safe and satisfactory manner in accordance with all applicable local, state and federal statutes and regulations.
 2. The certificate shall include the following information:
 - a. Project.
 - b. Permit Number.
 - c. Location.
 - d. Construction Documents.
 - e. Date on Plans and Specifications submitted for approval and issuance of the Building Permit.
 - f. Addendum(a) and Revision Dates.
 3. The certificate shall be signed by the Contractor and include the following:
 - a. Signature.
 - b. Date.
 - c. Company.
 - d. License Number.
 - e. License Expiration Date.

PART 2 - PRODUCTS

2.0 NOT USED

2.1 IDENTIFICATION

A. Nameplates

1. Nameplates shall be laminated black Bakelite with minimum 1/4" high white recessed letters.
2. Nameplates shall be securely attached to the equipment. Utilize mechanical fasteners such as galvanized steel or brass screws for exterior applications. High strength adhesives or cements may be used for interior applications.
3. Provide name plates on all VFDs, Motor control centers (label with new load and spares), disconnect and selector switch including name of equipment and identification of each load served.

2.2 RACEWAYS AND CONDUIT

A. Rigid Galvanized Steel (RGS) Conduit

1. RGS shall be zinc-coated steel that conforms to ANSI C80.1, UL Specification No. 6 and Federal Specification WW-C-581e by Allied Tube and Conduit, Republic Steel, Wheatland Tube or approved equal.
2. RGS fittings shall be threaded. Split couplings or non-threaded fittings shall not be used.
3. Nipples and Close Nipples shall be RGS, length as noted or as required to conform to field conditions.

B. Intermediate Metal Conduit (IMC)

1. IMC shall be zinc-coated steel that conforms to ANSI C80.6, UL Standard No. 1242 and Federal Specification WW-C-581e by Allied Tube and Conduit, Wheatland Tube or approved equal.
2. IMC fittings shall be threaded.

C. Electrical Metallic Tubing (EMT)

1. EMT shall be zinc-coated steel that conforms to ANSI C80.3, UL Standard No. 797 and Federal Specification WW-C-563 a by Republic Steel, Allied Tube and Conduit or approved equal.
2. EMT fittings shall be
 - a. zinc plated pressed steel gland and ring compression
zinc plated pressed steel gland and ring compression up to 2" and zinc plated pressed steel double set screw from 2" and up
zinc plated pressed steel set screw type that shall form a positive ground path.

- D. Polyvinyl Chloride (PVC) Non-metallic Conduit
1. PVC conduit and fittings shall be Schedule 40 or Schedule 80, 90°C. UL Listed equal to Carlon Plus 40 or Plus 80. PVC shall meet NEMA Specification TC-2, TC-3 and UL-651.
 2. PVC, fittings and solvent cement shall be by single approved manufacturer.
 3. PVC shall be sunlight resistant and listed for exposed or outdoor usage.
- E. Electrical Non-Metallic Tubing (ENT)
1. ENT raceway and fittings shall be UL listed and meet the requirements of UL 1653 and N15MA TC-13.
 2. Fittings shall be concrete-tight without need to tape over joints.
- F. Fiberglass Reinforced Epoxy (FRE) Conduit Schedule 40 or Schedule 80 UL Listed equal to FRE Composites Inc. Type ID, SW and HW for below ground and above ground applications. FRE shall comply with UL 1684.
- G. Miscellaneous Conduit Fittings
1. Elbows shall be standard radius unless noted otherwise. Where Large Radius elbows are specified, provide 48" radius unless noted otherwise.
 2. Bushings shall be threaded pressed steel hot dipped galvanized with conduit end stop and integrally molded noncombustible phenolic insulated surface rated for 150°C.
 3. Bonding bushings shall be threaded pressed steel hot dipped galvanized with conduit end stop and integrally molded noncombustible phenolic insulated surface rated for 150°C with a lay-in tin plated copper grounding lug.
 4. Exposed conduit expansion fittings shall be hot-dipped galvanized malleable iron with external bonding jumper equal to O.Z./Gedney Type EX for RGS or Type TX for EMT (4" maximum expansion).
 5. Provide water-tight gland sealing assemblies with pressure bushings equal to OZ/Gedney Type WSK for new cast-in-place installations or Type CSCM for retrofit (core drilling of existing walls) as required for below grade wall and floor penetrations.
- H. Flexible Metallic Conduit
1. Liquidtight Metal Conduit shall be UL Listed fabricated from a spiral wound strip of heavy gauge, corrosion resistant, hot dipped galvanized steel equal to Electri-flex Company Type LA. The jacket shall be flame retardant, sunlight resistant PVC extruded over the spiral wrap. Sizes through 1 ¼" shall have an integral copper bonding strip.
 2. Liquidtight fittings shall be UL listed zinc plated insulated throat.
 3. Flexible metal conduit shall be UL Listed non-jacketed steel fabricated from a spiral wound strip of heavy gauge, corrosion resistant, hot dipped galvanized steel equal to Electri-flex Company Type BR.
- I. Wireways shall be minimum 16-gauge steel with all straight runs having hinged spring-latched covers. Finish shall be painted over a corrosion resistant phosphate pretreatment to protect against corrosion. Interior parts shall be smooth and free of sharp edges and

burrs. Provide wireway as identified on the drawings for NEMA 1, 3R or 12 service. Wireways shall be equal to Square D and UL Listed.

2.3 WIRE AND CABLE (600V)

- A. Provide single-conductor, annealed copper wire and cable with insulation rated for 600 V, of sizes specified and scheduled on Drawings, by General Electric, Southwire, Okonite or approved equal, for secondary service, feeders, branch and system wiring. Wire sizes shown and specified are American Wire Gauge for copper conductors.
- B. The use of aluminum conductors is not allowed.
- C. Wire #10 and larger shall be stranded; #12 and smaller shall be solid. Wire and cable shall have THWN-THHN or XHHW insulation for branch circuit and feeder conductors. Type RHWUSE shall be used for all conductors installed in below grade raceways for generator applications only.
- D. Wire for use on hospital isolation power systems shall be type XLP low leakage wire #FR-XLI by Rome Cable brand, catalog number VW-1 XHHW-2 Spec 2110 or approved equal. Wire shall have a dielectric constant of 3.5 or less and shall meet recommendations of NEC and NFPA 99. Wire pulling compound shall not be allowed in conduits for isolated power systems.
- E. Conductor Color-coding
 - 1. Service entrance, branch circuit and feeder conductors shall be color-coded. Conductors #12 and #10 shall be colored with a factory applied solid or striped compound coating (black, red, blue, brown, orange or yellow). Neutrals and equipment grounds shall have solid compound or solid color coating (white, gray and green), except that neutrals with colored stripe shall be used where required by code. Phase conductors #8 and larger with stripes, bands or hash marks shall have background color other than white, green and gray.
 - 2. Alternative field-applied color coding methods may be used for wire #8 or larger, with color code as specified in other sections of this specification. Coloring shall be applied by the use of flame-retardant vinyl tape, equal to 3M Scotch 35.
- F. Cable
 - 1. Flexible Metal Clad (MC) cable shall be UL Listed with THHN insulated conductors with an insulated grounding conductor within galvanized steel or aluminum interlocked armor. Connectors shall be provided with lock nut connection to the termination point enclosure.
 - 2. Flexible Metal Clad (MC) cable utilized for Fire Alarm service shall be identified with a factory applied tracer along the entire length.
 - 3. Flexible Armored (AC) cable shall be UL Listed with THHN insulated conductors with an insulated grounding conductor within galvanized steel or aluminum interlocked armor with bare bond wire. Connectors shall be self-grommetted with lock nut connection to the termination point enclosure.

4. Flexible Hospital Grade Armored (AC) cable shall be UL Listed with THHN insulated conductors with an insulated grounding conductor within galvanized steel or aluminum interlocked armor with bare bond wire. The outer metal armor shall be readily identified as an acceptable grounding return path to meet the requirements of National Electric Code Article 517-13. Hospital Grade AC Cable shall be Type HCF-90 as manufactured by AFC Cable Systems or approved equal. Connectors shall be self-grommetted with locknut connection to the termination point enclosure.

G. Splices and Terminations

1. Ampacity and temperature rating of splices and connectors shall be equal to or greater than those of associated wires and cables.
2. Make splices in branch circuit or feeder wiring from #12 to #10 with UL-listed, solderless screw on connectors rated 600 V.
3. Make splices in branch circuit or feeder wiring above #10 with UL-listed 90°C, 600V, compression butt splice barrel equal to Burndy YS-L HYLINK.
4. Conductor terminations shall be standard bolt-on lugs with hex screws listed for attachment of copper wire and cable to panelboards, switchboards, disconnect switches and other electrical equipment.
5. Make terminations for stranded conductors on screw terminals with UL Listed 105°C, 600V PVC insulated barrel compression locking fork tongue terminal equal to Burndy TP-LF VINYLUG.
6. Make bus terminations for conductors #6 and larger with UL-listed 90°C, 600V, compression standard barrel length lugs equal to Burndy YA-L for conductor sizes to #4/0. Connectors for cable 250 KCMil and larger shall be with UL-listed 90°C, 600V, compression long barrel length two hole lugs equal to Burndy YA-2N. Lugs shall be high conductivity seamless copper electro-tin plated for corrosion protection.

H. Wire management shall be provided by self-extinguishing self-locking nylon ties with - 65 to 350°F. range for bundling conductors.

I. Arc-proofing

1. Provide flexible, flame-retardant, organic-composition-coated elastomer arc-proofing tape equal to 3M Scotch 77 on power cable in manholes and handholes, suitable to withstand 200 A arc for 30 seconds. Tape shall be self-extinguishing and shall not support combustion. Cover with glass cloth tape equal to 3M Scotch 69 as a binder.
2. Tape shall have been tested with 186-hour distilled water exposure and 3% salt water and shall be ultra-violet and weather resistant.

J. Cable pulling compounds shall be UL Listed and be suitable for use with the specified cable insulation system. The compound shall reduce the coefficient of friction, while not adding any long term issues to the installation such as premature aging of the insulation system, added flammability or drying in such a manner as to stick the cable in place in the raceway.

2.4 WIRING DEVICES AND PLATES

- A. Provide wiring devices by single manufacturer. Catalog designations of Cooper are specified, unless noted otherwise, to establish standards of quality for materials and performance. Colors of devices as specified below are White for standard applications. Refer to the drawings for color requirements that vary from White. Equal products by Leviton, Pass & Seymour or Hubbell will be accepted. Provide published manufacturers cross-reference sheet highlighted with the device specified and that being submitted with all device product data for approval.
- B. Receptacles:
1. Receptacles shall be nylon faced with rigid, glass reinforced nylon bodies. Wiring terminals shall be spring loaded terminal screws for back or side wiring. Receptacles shall be rated 20-ampere 125 volt. The yoke shall have a grounding terminal with a green hex head screw.
 2. Duplex receptacles shall be UL Federal Specification WC-596 Specification Grade Extra Hard Duty 125V, 20A, 2 pole, 3 wire as follows:
 - a. General Use shall be No. 5362W (White)
 - b. General Use single receptacle shall be No. 5361W (White)
 - c. GFCI Interior shall be No. GF20W (White)
 3. Decorator duplex receptacles shall be provided only where specifically noted on the drawings. Devices shall be Specification Grade rated 20-ampere 125 volt equal to No. 6450W.
 4. Special purpose outlets shall be provided as indicated on the drawings at the ratings listed on the schedules and notes.
- C. Wiring Device Plates:
1. Provide 0.032" nominal brushed Type 430 stainless steel device plates by the manufacturer of the wiring device for all flush mounted switches and receptacles installed in dry locations and where not subjected to physical abuse. Ganged plates shall be of one-piece construction to accommodate the required number of installed devices. Oversized plates to cover wall finish blemishes adjacent to the device box shall not be used.

Provide smooth thermoplastic device plates by the manufacturer of the wiring device for all flush mounted switches and receptacles installed in dry locations and where not subjected to physical abuse. Fastening screws shall be color matched to the plate, plate color to the device. Ganged plates shall be of one-piece construction to accommodate the required number of installed devices. Oversized plates to cover wall finish blemishes adjacent to the device box shall not be used.

Provide high-impact smooth nylon device plates by the manufacturer of the wiring device for all flush mounted switches and receptacles installed in dry locations and where not subjected to physical abuse. Fastening screws shall be color matched to the plate, plate color and to the device. Ganged plates shall be of one piece construction to accommodate the required number of installed

devices. Oversized plates to cover wall finish blemishes adjacent to the device box shall not be used.

2. Provide heavy-duty cast aluminum horizontally mounted weatherproof covers for GFCI receptacles where weatherproof devices are specified equal to Hubbell No. WP26MH. Cover shall be attached to FS box with 4 screws and spring back to the closed position upon removal of the cord set. Fasteners chrome-plated brass.
3. Receptacle device plates for other than 20 amp, 120 V, 2-wire, circuits shall be provided with typed clear plastic label (equal to P-Touch) mounted to the device plate indicating voltage characteristics, panelboard and circuit number of outlet
Receptacle device plates for other than 20 amp, 120 V, 2-wire, circuits shall be identified by engravings or laser etching on the plate indicating voltage characteristics, panelboard and circuit number of outlet.
4. Provide all device plates for receptacles and switches with engraving. Engraving shall indicate associated panelboard name and circuit number.

2.5 OUTLET BOXES

- A. Outlet and switch boxes on concealed work shall be at least 4" square, galvanized pressed steel conforming to UL 514A. Where installed in plaster, boxes shall be fitted with galvanized steel plaster covers of required depth to finish flush with finished wall or ceiling. Outlet boxes shall be by Steel City Electric Company, Appleton Electric Company, or approved equal.
- B. Outlet boxes installed in masonry walls or in concrete decking shall be UL Listed for the application.
- C. Outlet boxes for interior surface mounted locations where RGS is specified where exposed to moisture, at kitchen and cafeteria equipment, adjacent to water or steam connections, and where indicated as weatherproof on Drawings shall be cast malleable iron with an aluminum polymer enamel coating equal to Appleton Type FD. Conduit entries shall be threaded cast hubs. Device covers shall be coated malleable iron with moisture sealing gasket and stainless steel fasteners.
- D. Outlet boxes for exterior surface mounting shall be cast aluminum alloy with an aluminum polymer enamel coating equal to Appleton Type FD. Conduit entries shall be threaded cast hubs. Device covers shall be cast aluminum alloy with moisture sealing gasket and stainless steel fasteners.
- E. All boxes shall have at least one tapped and threaded grounding hole for connection of a 10-32 green zinc plated grounding screw.
- F. Box depth shall accommodate code required volume for the specified installation. Through wall boxes shall not be used.
- G. Outlet boxes for various systems including but not limited to fire alarm, paging and master clocks shall be sized as required by the manufacturer. Boxes shall be cast where exposed to physical damage or installed in an exposed exterior location.

- H. Floor outlets shall be heavy-wall cast iron bodies with edge frames and floor plates of polished bronze. Boxes shall be watertight and be fully adjustable before and after pouring. Provide insert floor plates with hinged covers for duplex receptacles or for telephone connection as shown on the drawings. Multi-gang boxes shall be provided with internal removable barriers for separation of different voltages. Provide carpet plates where required. Boxes shall be equal to Steel City 840 SC Series.

2.6 JUNCTION AND PULL BOXES

- A. Provide galvanized steel junction and pull boxes where indicated and as necessary to facilitate installation. Steel shall be minimum 16 gauge. Junction and pull boxes shall be of code required dimensions. Cover shall be of the same type and thickness material as the box construction.
- B. Junction and pull boxes intended for dry interior locations shall be NEMA 1 enclosures with accessible, removable screw-on covers. Covers shall be secured with corrosion-resistant screws with keyhole slots to accommodate easy removal.
- C. Junction and pull boxes intended for wet or exterior locations shall be NEMA 3R enclosures with hinged gasketed covers. Interior and exterior shall be finished with a gray enamel powder coat over the galvanized metal. Hinge shall be galvanized steel with stainless steel pin. Covers shall be secured with corrosion-resistant zinc plated lockable pull catches.
- D. Custom fabricated medium to large junction and pull boxes shall have internal structural steel bracing welded to form a rigid assembly adequate to maintain alignment and shape in shipment and installation.

2.7 SAFETY DISCONNECT SWITCHES

- A. Switches shall be three-pole heavy-duty type rated for 600V in NEMA 1 (interior dry applications) and NEMA 3R (exterior applications) enclosures unless noted otherwise on the drawings. All switches shall be horsepower rated and suitable for service entrance use. Provide with solid neutral where four wire circuits are indicated and with 200% solid neutral where neutrals are sized for 200% full load ampacity.
 - 1. Operating mechanisms shall be quick-make/quick-break. Current-carrying parts shall be high-conductivity copper. Contacts shall be silver-tungsten or plated. Provide positive pressure fuse clips and switch operating mechanism suitable for continuous use at rated capacity without auxiliary springs in current path. Switches shall withstand available fault current or let-through current before operating, without damage or rating change.
 - 2. Terminations shall be suitable for copper conductors 60°/75° C rated. Clear shielding shall prevent accidental contact with energized line terminals.
 - 3. The cover shall be mechanically interlocked to prevent access unless the disconnect is in the OFF position. A defeater shall be provided to bypass this interlock. With the door open, an interlock shall be provided to prevent inadvertent closing of the disconnect. Padlocking facilities shall be provided to

- positively lock the disconnect in the OFF position with from one to three padlocks with the door open or closed.
4. The enclosure shall be given a phosphatizing pretreatment. The paint finish shall be manufacturer's standard color and shall pass 600 hours of corrosion resistance testing per ASTM B 117.
- B. Fused switches shall have short circuit ratings no less than 100,000 amperes RMS, with capabilities to 200,000 amperes when used with Class J, L or R fuses at 480V from 400A to 1200A.
- C. Manual Motor Starters shall have quick make, quick break toggle mechanisms with allowance for up to 10% field adjustment in nominal overload heater values. Manual Motor Starters shall be NEMA 1 (interior dry applications) and NEMA 3R (exterior applications) enclosed unless noted otherwise on the drawings. Provide Cutler Hammer type MS manual starters for applications up to 1 HP at 240V single phase and type B100 for up to 1 HP at 277V single phase. Permanent provisions shall be included to allow locking the disconnect in the OFF position.

PART 3 - EXECUTION

3.0 DEMOLITION

A. General

1. The Electrical Contractor shall visit the site before submitting his bid to familiarize himself with the existing conditions and the extent of the work. No extra compensation will be allowed for work required to be performed or to overcome existing conditions, by failure to visit the site.
2. The Electrical demolition work shall be performed by the Electrical Contractor in cooperation with the other trades and as scheduled and approved by the Owner's Representative.
3. The locations of existing equipment to remain including piping, ductwork, conduits, etc., are shown in an approximate way only. The Contractor shall determine the exact location of all existing equipment before commencing work.
4. Power outages caused by demolition that affect other areas shall be held to a minimum. Shutdowns shall be coordinated with the users and the Owner. Night, weekend and/or Holiday time required to perform electrical demolition work or new electrical work shall be carried as part of the Contract Cost.

B. Scope

1. The architectural drawings illustrate the full extent of the scope of demolition. Disconnect and make safe all electrical equipment identified for removal on the Electrical, HVAC, Plumbing and Fire Protection plans. The electrical scope may extend beyond the area defined by the architectural demolition limits to fully comply with various requirements of these specifications.
2. The electrical demolition plans and details indicate the general scope and are not intended to show all items to be removed or retained. Devices and equipment

located on walls and/or ceilings to be removed shall be disconnected and made safe. The Electrical Contractor shall notify the Owner's Representative of any unanticipated hidden conditions encountered during demolition.

3. The Electrical Contractor shall circuit trace and label all existing branch circuits and feeders within the area of demolition scope prior to de-energizing and disconnection. All circuits within panelboards identified for removal shall be traced and labeled to ensure that no area outside the demolition scope limit is affected.
4. The Electrical Contractor shall identify all branch circuits, feeders and system components, which are to remain within the area of demolition scope. There shall be no interruption of service to any area outside the scope limits without approval from the Owner's Representative. Existing equipment to remain shall be left in a code compliant manner.
5. The Electrical Contractor shall de-energize and remove all conductors and raceways to their points of origin within the area of demolition scope. Items identified for demolition shall not be abandoned in place. Raceways that enter masonry walls and floors shall be cut flush at the surface for patching by others. All circuit breakers associated with the demolition scope shall be de-energized and labeled spare.
6. The Electrical Contractor shall be responsible for the repair of all systems or building components damaged during the execution of the work. Damage shall include but not be limited to destruction or disposal of items intended to remain or to be salvaged.
7. The Electrical Contractor shall temporarily support all items to remain that are affected by the demolition of building structural components (walls, ceilings, etc.). Temporarily supported items shall be permanently supported and installed when finalized structures are in place.
8. The existing fire alarm system shall remain fully functional during the entire demolition and construction period. Reuse of existing fire alarm system raceways shall not be allowed. All required system shutdowns shall be coordinated with and approved by the Owner's Representative and the Authority Having Jurisdiction. Demolition of the existing system shall not commence until the new system has been completely installed, tested and approved by the Authority Having Jurisdiction.
9. All demolition scope associated with low voltage systems including but not limited to telephone, data, security, paging, CCTV, etc. shall be included.

C. Disposal

1. All removed items shall be legally disposed of unless identified for reuse. Refer to Part 1 of this specification for requirements for Hazardous Material disposal.
2. The Owner's Representative shall inspect all retained items prior to placement in the identified storage location by the Electrical Contractor. Selected items will be disposed at no additional cost to the project.

3.1 IDENTIFICATION

A. Nameplates

1. Provide nameplates on all equipment listed in other sections of this specification including but not limited to switchboards, substations, panelboards, transformers, junction and pull boxes, disconnect switches, motor starters and motor control centers, contactors, time clocks, remote control stations, fire alarm panels, smoke detector remote test/alarm stations and fire alarm annunciators.
2. Nameplates shall designate equipment tag number as defined on the drawings, system voltage where applicable, circuit number, device controlled and system function. Refer to typical nameplate detail on the drawings for additional requirements.
3. Submit a complete list of proposed nameplates prior to order to ensure conformance to design criteria. Submittal shall include nomenclature, size and layout of each tag.
4. Samples of stickers together with color schedules shall be submitted during the submittal phase of this project.

B. Equipment Identification

1. Equipment identification designations shall be taken from equipment schedules and coordinated with the Owner's facility group to assure designations match up with Owner's maintenance management system identification database.

3.2 RACEWAYS AND CONDUIT

A. General

1. Unless specified or shown on Drawings otherwise, install raceways and conduits concealed. Raceways and conduits may be run exposed on unfinished walls and basement ceilings with exposed structure, in mechanical rooms, electric rooms, attics and roof spaces.
2. Run concealed raceways and conduits in as direct lines as possible with minimum number of bends of longest possible radius. Install exposed raceways and conduits parallel to or at right angles to building lines.
3. Raceway and conduit runs shall be mechanically and electrically continuous from supply to outlet. Conduit shall enter and be secured to metallic enclosures with lock nut and bushing inside. Provide additional exterior lock nut for RGS connections. Bushings shall be the bonding type for conduit connections to metallic enclosures with concentric or eccentric knockouts. Lock nuts and bushings will not be required where conduits are screwed into threaded hubs.
4. Size raceways and conduits as required by NEC unless oversized raceways and conduits are shown on the Drawings. Raceways and conduits shall be 3/4" minimum.
5. Install conduit systems complete before installation of conductors. Blow through and swab after plaster is finished and dry, and before conductors are installed.
6. Raceways and conduits supports shall be rigidly attached to the building structure utilizing corrosion resistant components suitable for use with the selected raceway or conduit. Refer to the seismic restraint sections of this specification for any additional requirements.

7. Field bending, cutting and threading shall be executed with the proper tools, resulting in bends and shortened conduits and raceways that are equivalent to factory fabricated and purchased components.
8. Provide standoff clips for conduits on exterior and wet location walls.
9. Protect all vertical conduit runs from the entrance of foreign material before installation of conductors and the final closure of the raceway system. All spare conduits (vertical and horizontal runs) shall be sealed with a bushing and appropriate insert to prohibit entrance of debris or vermin. Affix a label that indicates "Spare Conduit to _____" at each seal. Label shall be in accordance with the labeling section of this specification.

B. Rigid Galvanized Steel (RGS) Conduit

1. RGS may be used for all raceway applications outlined for EMT and PVC. RGS shall be used in locations where subject to accidental damage or abuse and for all above grade exterior applications unless other wiring methods are specified on the drawings. All circuit conductors in excess of 600 V shall be installed in RGS.
2. RGS shall not be used in corrosive environments.
3. All RGS fittings shall be threaded. Utilize Erickson couplings where joining two threaded conduits that cannot be rotated.

C. Intermediate Metal Conduit (IMC) may be used in any application, with same requirements, where RGS is allowed except for circuits operating at more than 600 V.

D. Electrical Metallic Tubing (EMT)

1. EMT may be used for lighting and receptacle branch circuits, telephone, fire alarm, communications, signal and instrumentation circuits and for control circuits. EMT may be used in masonry walls, above hung ceilings, in equipment rooms, in mechanical and electrical chases and closets, in exposed locations along ceilings or walls above normal traffic level and where not subject to accidental damage or abuse.
2. EMT shall not be used in exposed applications below 8 feet above finished floor or in exterior or damp/wet/corrosive locations. Electrical, telephone and communications closets are considered exempt from this restriction and EMT may be installed below 8' AFF in this application only. EMT shall not be installed underground, in slabs on grade, in exterior locations, in hazardous areas, or for circuits operating at more than 600 V.

E. Polyvinyl Chloride (PVC) Non-metallic Conduit

1. PVC may be used for installation in concrete or direct burial applications where not subject to damage. PVC may be used in corrosive environments where specifically allowed on the drawings.
2. PVC shall not be used for penetrations from concrete slabs. Transition to RGS shall be made a minimum of 2" below the slab finished surface, prior to penetration.
3. All connections shall utilize solvent and glue in accordance with the recommendations of the conduit manufacturer.

- F. Electrical Non-Metallic Tubing (ENT)
1. ENT may be used in slab/embedded concrete applications only, in accordance with NEC criteria. ENT may extend out of the slab within fire rated walls to boxes mounted no greater than 24" AFF.
 2. ENT shall be tied (wire ties, wire, tape) every 2-3 feet to slab rebar to minimize miscellaneous bends and kinks.
 3. ENT shall not be used exposed.
- G. Fiberglass Reinforced Epoxy (FRE) Conduit shall be used in corrosive environments and where specified on the drawings, to replace PVC conduit.
- H. Miscellaneous Conduit Fittings
1. Expansion/Deflection Fittings: Raceways and conduit buried or secured rigidly on opposite sides of building expansion joints and long runs of exposed conduit subject to expansion and contraction due to variations in temperature shall have expansion fittings. Raceways and conduit shall cross building expansion joints at right angles. Provide separate external copper bonding jumper secured with grounding straps on each end of fitting. Fittings shall safely deflect and/or expand/contract to twice the distance of potential movement.
 2. Penetrations of all below grade exterior walls and flooring shall require approval by the Engineer and Architect. Submit proposed penetration points, size openings and penetration methods to Engineer and Architect. Penetrations shall utilize sealing fittings appropriately sized for the application. Duct bank penetrations are excluded from this requirement.
 3. Sealing Fittings shall be installed wherever conduits pass from warm to cold locations to minimize condensation within the conduit. Sealing fittings shall be installed with RGS penetration of the wall and terminate in a suitably sized junction box.
 4. Refer to other specification sections for requirements pertaining to sealing for hazardous atmospheres.
- I. Flexible Metallic Conduit
1. Provide flexible metallic conduits for connections to electrical equipment and to equipment furnished under other Divisions that are subject to movement, vibration or misalignment and/or where noise transmission must be eliminated or reduced.
 2. Flexible metallic conduit shall be liquid-tight under the following conditions:
 - a. Exterior locations
 - b. Moisture or humidity-laden atmospheres
 - c. Environments where seepage or dripping of water, grease, oil or other fluids is possible. All mechanical equipment rooms and penthouses, kitchens and;
 - d. Corrosive atmospheres
- J. Wireways shall be provided where specifically shown on the drawings or where the group mounting of controllers, disconnects, enclosures, etc warrant the use for elimination of multiple short conduit runs. Wireways shall be provided complete with all

required appurtenances necessary to have a totally enclosed system rated for the environment. Wireways shall not be installed in any location where subject to accidental damage or abuse.

K. Raceway and Conduit Installation in Concrete Slabs

1. Raceways and conduit may be installed in slabs where specifically allowed on the drawings. Maximum outside diameters of raceways in slabs shall not exceed 1/3 slab thickness. No more than two 3/4" raceways shall cross in floor slab at a single point. Lateral spacing of parallel raceways shall be at least 6" on centers. Submit raceway layout plan for approval to Architect and Engineer and obtain signoff from the structural engineer of the actual installation before pouring slabs. All in slab installations shall be photographed, with prints and negatives appropriately marked and turned over to the Owner at job completion.
2. Raceways and conduit shall not be placed in slabs less than 3" thick.

3.3 WIRE AND CABLE (600V)

- A. Homerun designations on the drawings are diagrammatic only. Install branch circuits and feeders from the power source to the attachment point as required for a complete system. Provide slack wire for connections to equipment installed by others. Refer to schedules and risers where specific conductor and associated raceway sizes are not indicated on the floor plans.
- B. Connect branch circuit homerun with two or three circuits and common neutral only where specifically shown on the drawings. Circuits with common neutrals shall not be connected to the same phase to ensure cancellation of the return current in the neutral conductor.
- C. Install wires and cable in raceways as specified. All conductor sizing is based upon no greater than three current carrying conductors in a conduit. Installation of up to six circuits (no greater than twelve current carrying conductors) in a single conduit will be allowed if the conductor sizing is increased to the required ampacity to accommodate derating factors required by the NEC and NFPA 70.
- D. The minimum wire size shall be #12 unless #14 specifically allowed on the drawings for wiring of controls. Branch circuits longer than 75' for 120 V and 175' for 277 V from panel to last outlet shall be increased a minimum of one size above that shown on the drawings to minimize voltage drop to less than 3%.
- E. Conductors shall be identified at all accessible locations in the following manner:

1. Color code secondary service, feeders and branch circuit conductors as follows:

<u>208/120 Volts</u>	<u>Phase</u>	<u>480/277 Volts</u>
Black	A	Brown
Red	B	Orange
Blue	C	Yellow
White	Neutral	Gray
Green	Ground	Green

2. Provide nonferrous wire markers, embossed or printed to correspond with the Drawings. Labels shall be permanently marked so that the source of the branch circuit or feeder may be readily identified. Hand written labels are not acceptable. Embossed tag equal to 3M Scotch Code STL-TAG or SCS-TM shall be applied with two miniature cable ties or slipped through both end holes. Heat bonded tag equal to 3M Scotch Code SCS-HB shall be permanently affixed with a heat gun.

F. Cable

1. Flexible Metal Clad (MC) cable * may be used in concealed locations for branch circuit wiring OR * shall not be used.
2. Flexible Armored (AC) cable *may be used in concealed locations for branch circuit wiring OR * may be used in concealed locations for branch circuit and systems wiring only OR * shall not be used.
3. Flexible Hospital Grade Armored Cable (AC) cable * may be used in concealed locations for branch circuits where redundant grounding is required OR * shall not be used.
4. Conductor color code shall comply with identification requirements as indicated in this Section.
5. Non Metallic (NM) cable may be used within dwelling units and shall not extend beyond the unit from which it originates. UL listed grommets shall be utilized in all metal studs, through which the NM cable passes and cover the entire opening.

G. Splices and Terminations

1. No more than twelve splices of current carrying conductors or six circuits, whichever is greater, shall be allowed in a single enclosure or junction box.
2. Splices and terminations shall be sized to the specified conductor. The insulation shall be cut back with the appropriate tools such that the conductors are not nicked or damaged.
3. The compression tool shall be appropriate for the installation of the provided lug or butt splice to ensure pressure necessary for a proper connection is applied.
4. Terminations shall not be stacked or bent unless specifically listed for the application.

- H. Arc-proofing shall be applied to all feeders greater than 100 Amperes where multiple circuits are installed in common enclosures such as handholes, manholes and junction boxes. Apply tape in single, half-lapped layer as required by manufacturer's recommendations. Secure with strips of red plastic film tape on 208Y/120V conductors and yellow plastic film tape on 408Y/277V conductors.

I. Cable Pulling

1. Pull cables that share conduit at same time into completely installed raceway. Conductors shall not be pulled in raceways with existing wiring.
2. Submit cable pulling calculations for engineers' approval prior to all mechanically assisted pulls. Attach pull ropes to conductors with basket-weave grips on pulling eyes. Provide means to measure tension during entire pull.

Utilize pulling compounds to lessen friction in accordance with the manufacturer's recommendations.

3. Do not violate the minimum bending radius of cables being pulled.
4. Mechanically assisted pulls shall utilize equipment specifically designed for the purpose such as ropes, electric wench, pulleys, etc. The use of a motorized vehicle to assist in a cable pull is prohibited.

3.4 WIRING DEVICES AND PLATES

- A. Branch circuitry shall be attached to all devices using the attachment screw or utilizing back wiring chambers that utilize screws for compressing the connection on the wire. Quick stab features that do not require a positive screw on attachment for the conductor are not acceptable.
- B. Receptacle devices for other than 20 amp, 120 volt, 2-wire, circuits shall be provided with tags indicating voltage characteristics and circuit number of outlet that match the nameplate or engraving required on the faceplate.
- C. Remove the interconnecting tab for receptacles identified for ½ switched applications such that the top is switch controlled and the bottom is constantly energized.
- D. The drawings specify all dimmer sizes based upon full capacity with no heat removal fins removed for ganged applications. Outlet boxes shall be sized to accommodate the specified dimmer at full rating.
- E. All switches/dimmers illustrated together on drawings shall be installed in ganged configuration with single faceplate unless specifically noted otherwise.
- F. Provide metal barriers to separate switches where voltage between adjacent switches exceeds 300 volts.
- G. Adjust all individual occupancy sensor time delays to 15 minutes and set to “manual on” operation. Sensor sensitivity shall be adjusted for 100% coverage of the associated space and to minimize the false sensing from adjoining areas with doors in their normal position.

3.5 OUTLET BOXES

- A. Outlet and switch boxes shall be securely fastened to metal studs with a minimum of two self-tapping screws. Boxes three gang and greater shall be securely fastened to studs on both sides of the box.
- B. Fasteners for mounting boxes in damp or wet locations shall be stainless steel.
- C. Pressed steel boxes shall not be used for exposed surface mounted locations below 8'0" AFF.

- D. Outlet and switch boxes shall not be installed back to back. Stagger box installation to adjacent stud spaces to maintain sound separation between rooms.
- E. Floor boxes shall not be used above grade level in concrete decking without the approval of the Structural Engineer and Architect. Floor slab installations shall not degrade the required structural or fire rating integrity of the floor deck.

3.6 JUNCTION AND PULL BOXES

- A. Junction box covers shall be accessible. Do not install junction boxes above suspended ceilings except where ceiling is removable or where an access panel is provided.
- B. Pull boxes connected to concealed conduits shall be mounted with covers flush with finished wall or ceiling.
- C. Pull boxes exposed to rain or in damp/wet locations shall be weatherproof NEMA 3R unless noted otherwise on the drawings.
- D. No pull box shall be within 2 feet of another.
- E. Provide clamps, grids, cable ties and other non-conductive or combustible appurtenances to secure cables. No cable shall be unsupported for more than 30". Cables shall not touch or be unsupported within 1" of the box cover.
- F. Each junction and pull box shall have a suitable laminated plastic nameplate with white cut letters identifying power source, voltage and driven load of the associated branch circuits or feeders.
- G. Submit box sizing calculations to confirm all box dimensions are in accordance with code requirements with product data prior to installation.

3.7 SAFETY DISCONNECT SWITCHES

- A. Provide safety disconnects as required and indicated on the drawings. Each motor shall be provided with a local disconnecting means in accordance with code requirements.
- B. Manual motor starters may be used for 120, 208, 240, or 277V, single-phase motors up to 1 HP. Switches shall disconnect all ungrounded conductors. Overload heating elements shall be properly sized and coordinated for the associated motor in accordance with code and manufactures recommendations.
- C. Disconnect switches for all applications with available fault current in excess of 10,000 amperes RMS symmetrical shall be fusible. Fuses shall be Class J, L or R and rejection clips shall be installed in the fuse holders to prohibit the installation of non-current limiting fuses.

- D. Each disconnect switch shall have a suitable laminated plastic nameplate with white cut letters identifying power source, voltage and driven load.

3.8 BASIC ACCEPTANCE TESTS

A. General Scope

1. This section covers the required field tests and inspections to assess the suitability for initial energization of electrical power distribution equipment and systems. Failed components shall be replaced and retested for no additional cost to the project.
2. The purpose of this specification is to assure that all tested electrical equipment and systems are operational and within applicable standards and manufacturer's tolerances and that the equipment and systems are installed in accordance with design specifications.
3. All testing shall be performed by the Contractor responsible for the installation of the systems or by an independent testing organization under contract with the Contractor.
4. All equipment utilized for testing shall have a valid calibration sticker. All test reports shall indicate the equipment utilized and its associated calibration due date.
5. Coordinate all required shutdowns with the Owner. Any and all testing required after the Owner has taken occupancy (temporary or permanent) shall be assumed to be conducted during premium time.
6. A written record of all tests and a final report summarizing the findings shall be submitted for approval prior to energizing any electrical power distribution equipment and systems. All equipment shall be left in clean operational condition.

END OF SECTION

PROJECT:

ALLEN HALL STAIRLIFT REPLACEMENT
DMH PROJECT NO. 2024-069

ADDRESS:

266 Lyman Street
Westborough, MA 01581

CLIENT:

The Department of Mental Health
167 Lyman Street
Westborough, MA 01581



100% CONSTRUCTION DOCUMENTS

PREPARED BY:

VAV INTERNATIONAL, INC.
400 WEST CUMMINGS PARK, S 4700
WOBURN, MA 01801
TEL: (781) 935-7228

ELEVATOR CONSULTANT

VDA ELEVATOR CONSULTING
100 SUMMER ST, SUITE 1600
BOSTON, MA 02110
TEL: (617) 574-5099

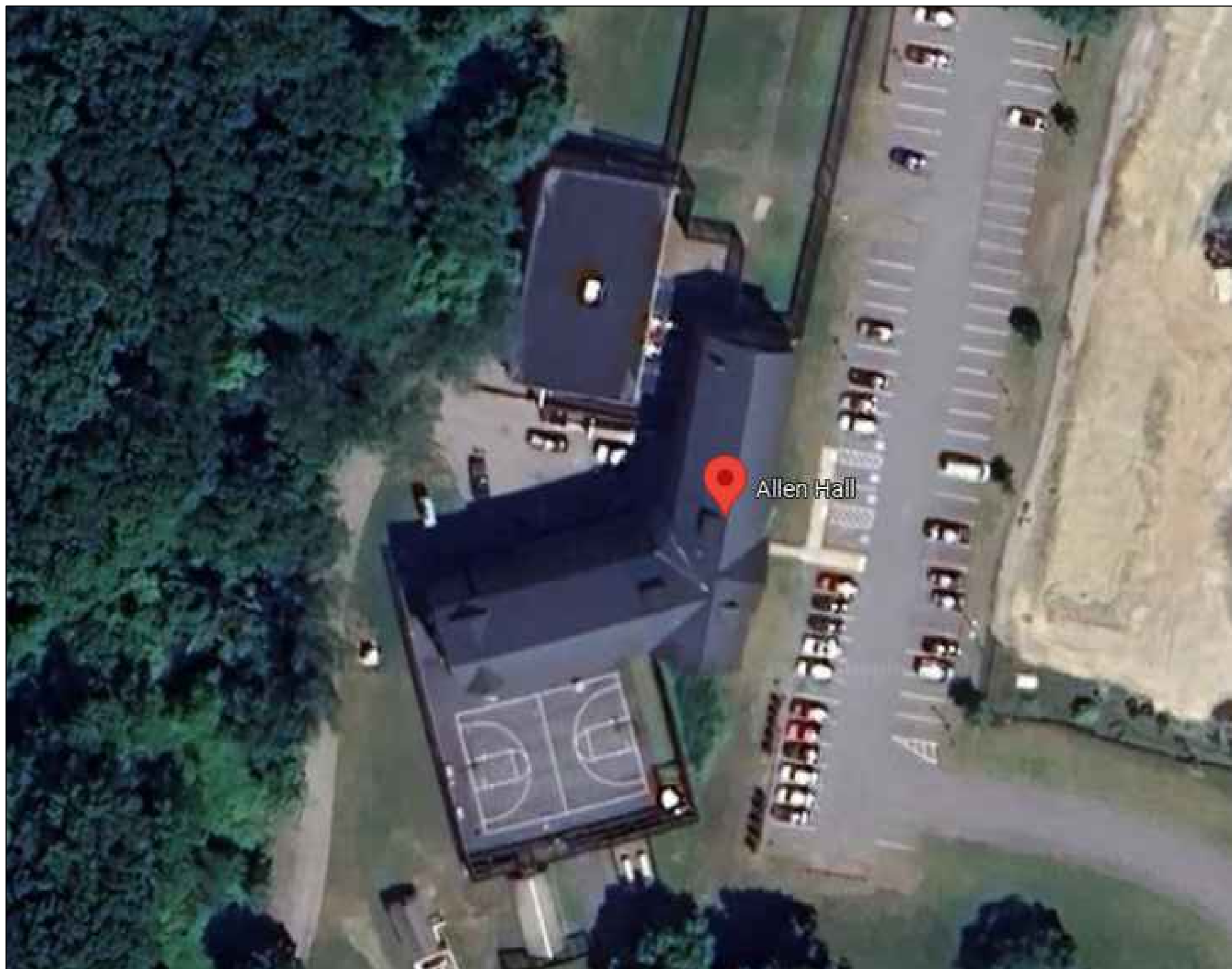
ARCHITECT

WILLIAM SLOAN ASSOCIATES
551 MAIN STREET
WINCHESTER, MA 01890
TEL: (781) 729-2910

ELECTRICAL ENGINEER

OWL ENGINEERS
150 ABBOT STREET
ANDOVER, MA 01810
(978) 621-2391

LOCATION PLAN

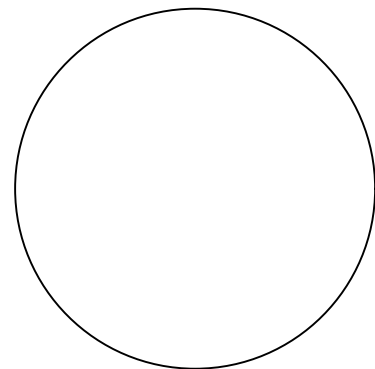


DRAWING LIST

A-1	BASEMENT AND FIRST FLOOR PLANS AND ELEVATIONS
E1	ELECTRICAL LEGEND AND NOTES
E2	ELECTRICAL PART PLANS AND DETAILS
VT01	WHEELCHAIR LIFT PLANS AND SECTIONS

SEPTEMBER 6, 2024

STAMP:



WILLIAM SLOAN ASSOCIATES
ARCHITECTS
551 MAIN ST. WINCHESTER, MA 01890

Issues / Revisions

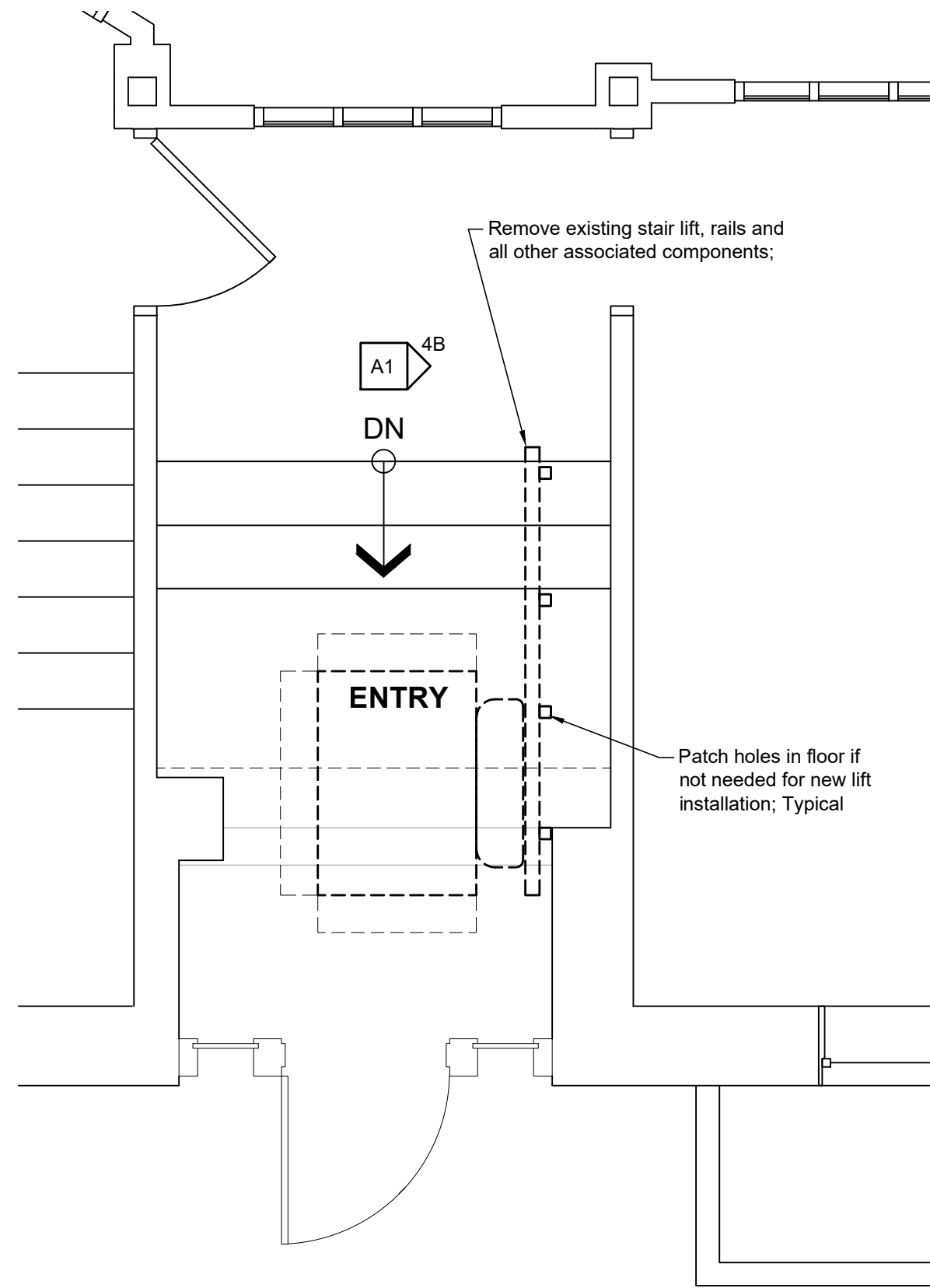
No.	Date	Notes
	09/06/24	100% CONSTRUCTION DOCS

Designed By: CR
Project Manager: CS
Drawn By: CR
Date: 09/06/24
Drawing Title

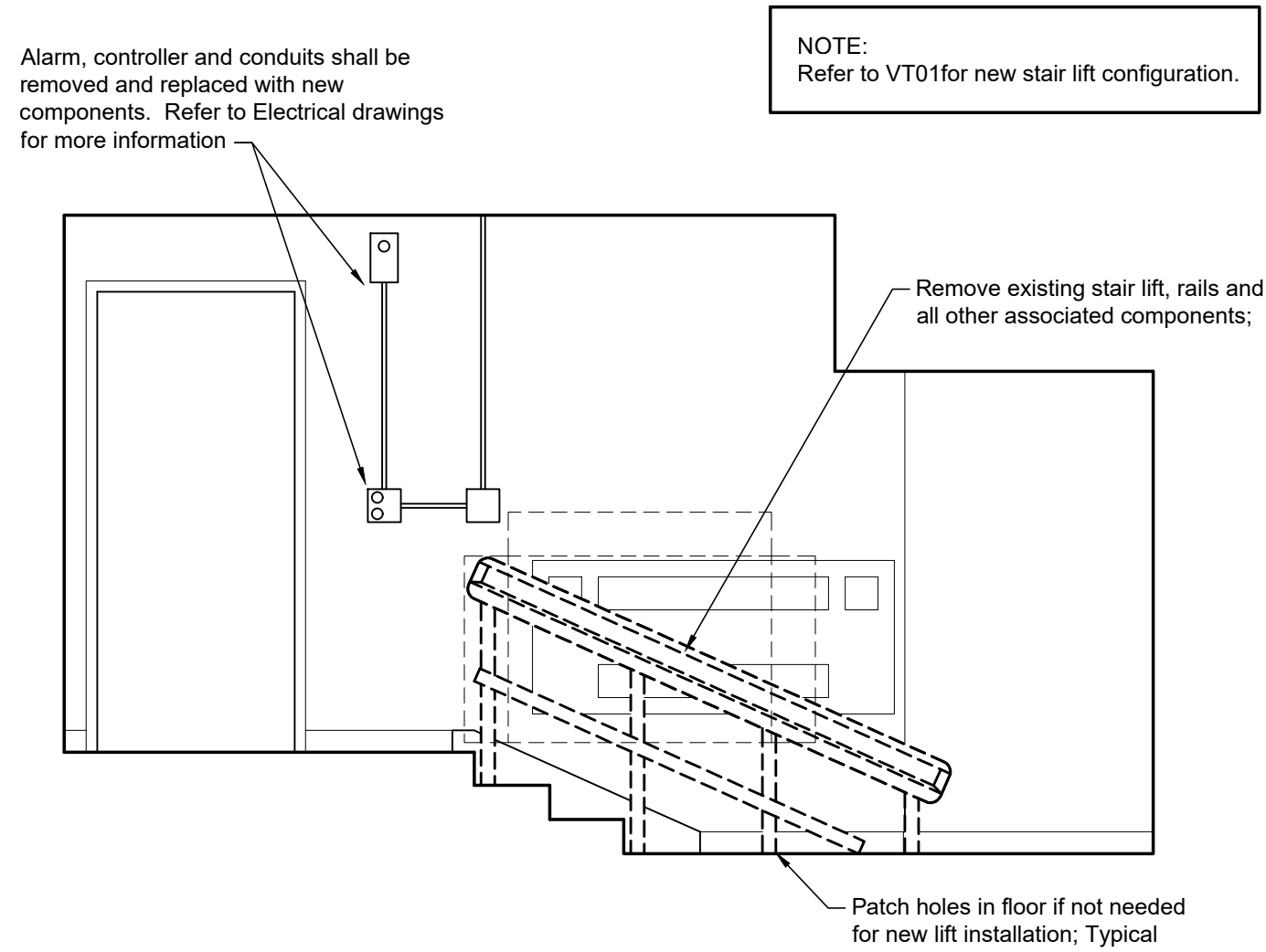
**BASEMENT AND
FIRST FLOOR
PLANS AND
ELEVATIONS**

Scale: As Noted
Drawing No.

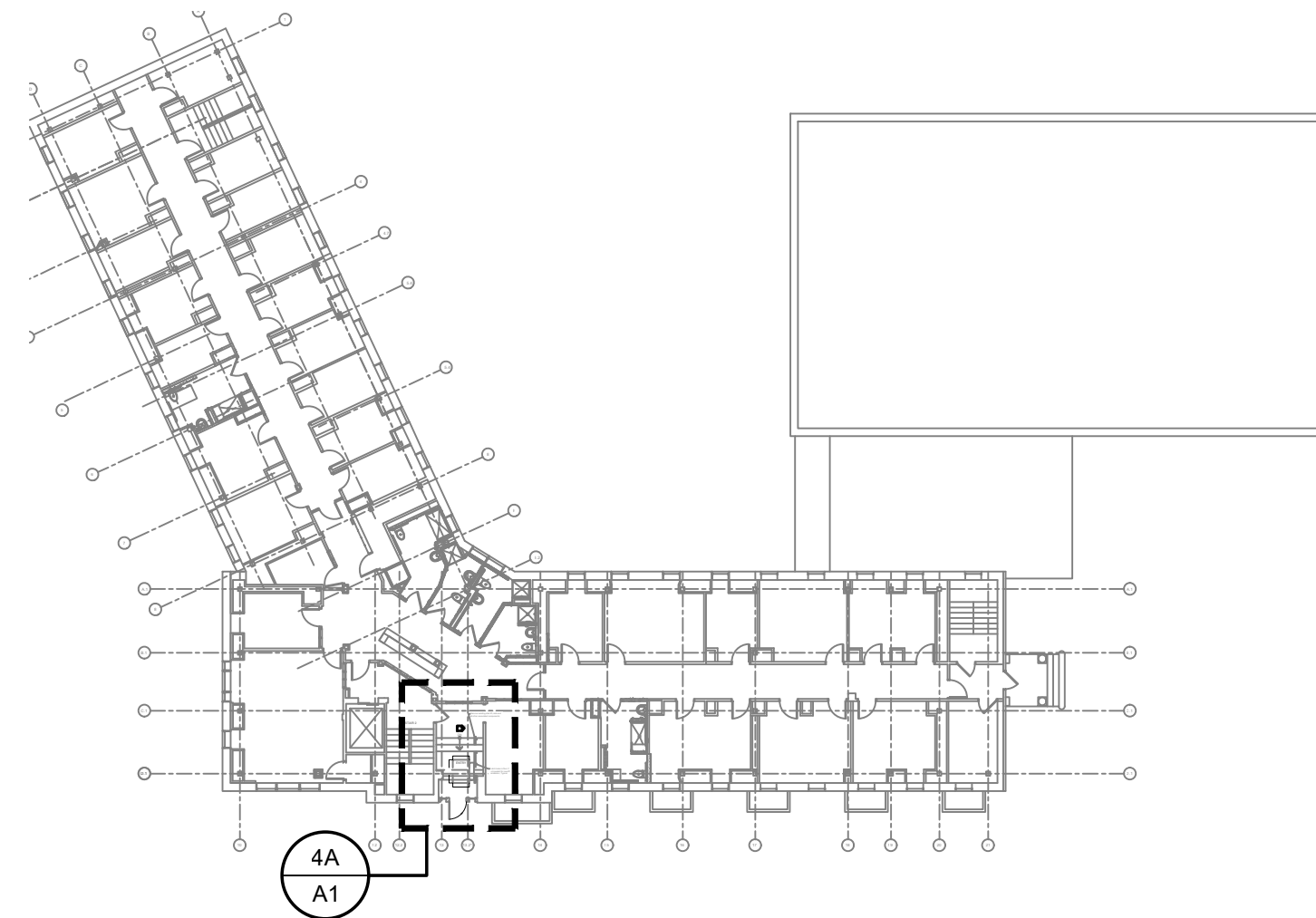
A1



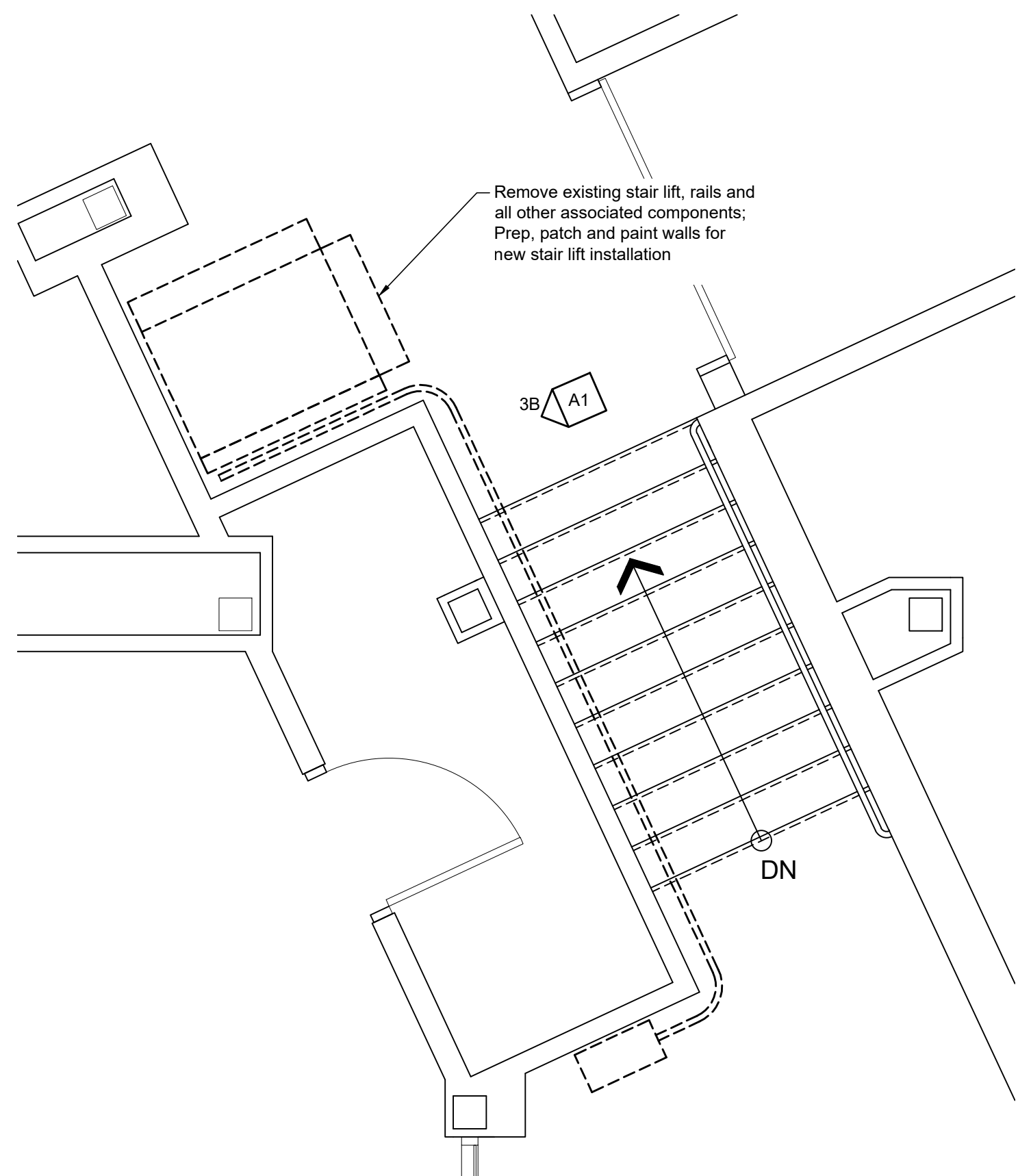
4A Partial Plan at Building Entry
Scale: 3/8" = 1'-0"



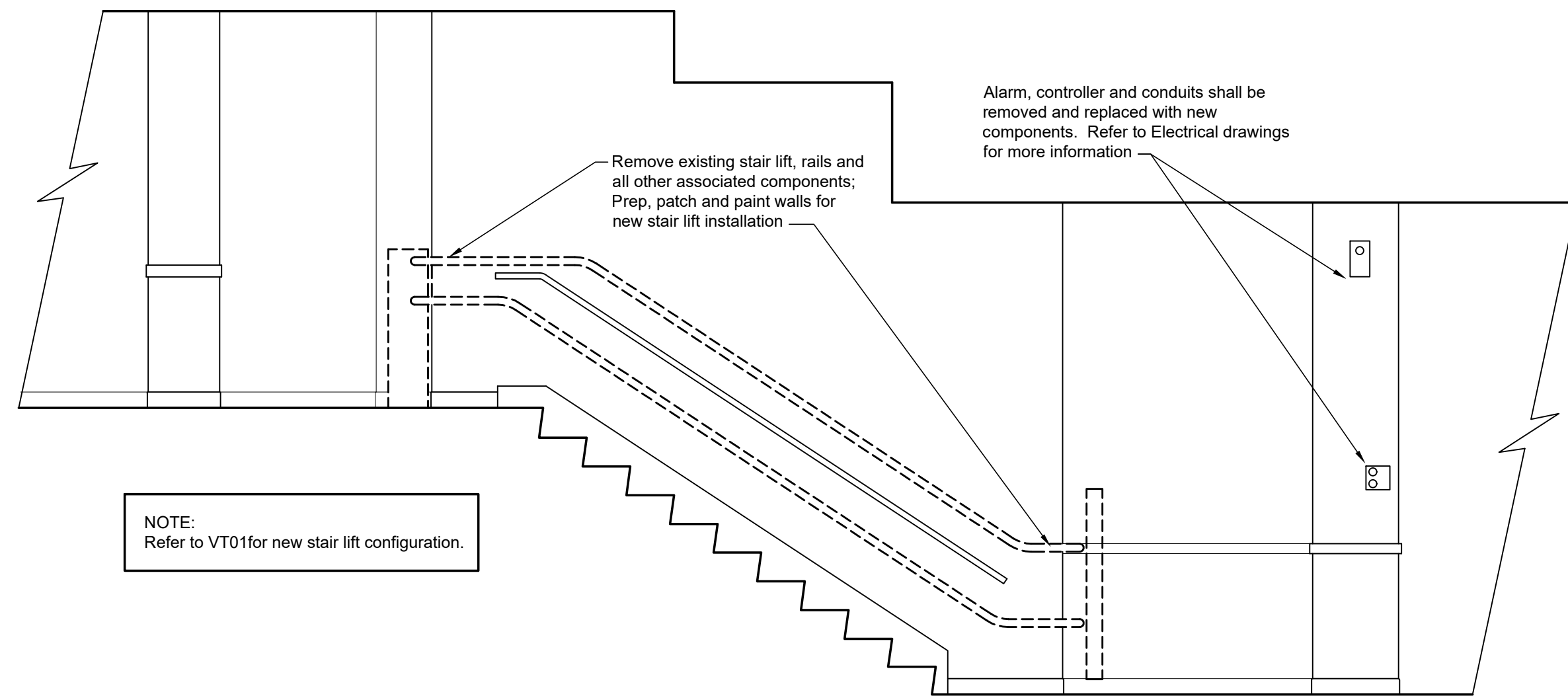
4B Entry Lift Elevation
Scale: 3/8" = 1'-0"



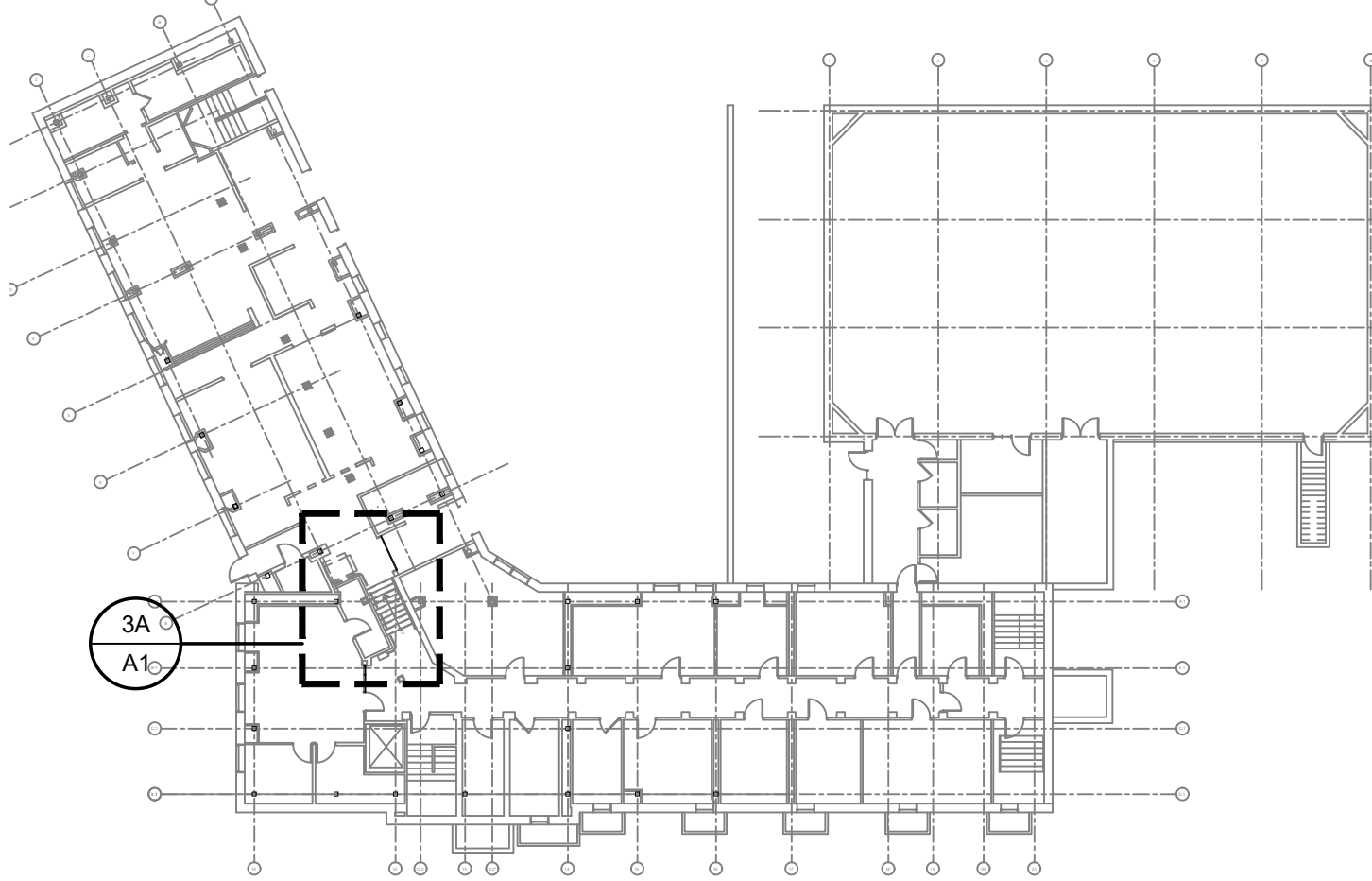
2 First Floor Key Plan
Scale: Not to Scale



3A Partial Plan at Basement Stair
Scale: 3/8" = 1'-0"



3B Basement Stair Lift Elevation
Scale: 3/8" = 1'-0"



1 Basement Key Plan
Scale: Not to Scale

GENERAL SPECIFICATIONS

- CONDITIONS OF THE CONTRACT AND DIVISION 1, GENERAL REQUIREMENTS APPLY TO WORK SHOWN ON THESE DRAWINGS. EXAMINE DRAWINGS AND OTHER SPECIFICATIONS FOR REQUIREMENTS THAT AFFECT WORK SHOWN ON THESE DRAWINGS.
- PROVIDE ITEMS REFERRED TO IN SINGULAR NUMBER IN CONTRACT DOCUMENTS IN QUANTITIES NECESSARY TO COMPLETE WORK.
- VISIT SITE AND EXAMINE CONDITIONS UNDER WHICH WORK MUST BE PERFORMED. REPORT ADVERSE CONDITIONS IN WRITING TO ARCHITECT. COMMENCEMENT OF WORK SHALL BE CONSTRUED AS COMPLETE ACCEPTANCE OF EXISTING CONDITIONS INCLUDING PREPARATORY WORK DONE BY OTHERS.
- PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT AS SHOWN ON DRAWINGS. COORDINATE ELECTRICAL WORK WITH WORK SHOWN ON THESE DRAWINGS.
- GIVE NOTICES, FILE PLANS, OBTAIN PERMITS AND LICENSES, PAY FEES AND BACK CHARGES, AND OBTAIN NECESSARY APPROVALS FROM AUTHORITIES THAT HAVE JURISDICTION.
- PERFORM WORK AS REQUIRED BY CODES, REGULATIONS AND LAWS OF LOCAL, STATE AND FEDERAL GOVERNMENTS AND OTHER AUTHORITIES WITH LAWFUL JURISDICTION.
- MATERIAL AND EQUIPMENT SHALL BE UL, NEMA, ANSI, IEEE, ADA & CBI APPROVED FOR INTENDED SERVICE. MATERIAL AND INSTALLATION SHALL MEET REQUIREMENTS OF NATIONAL AND STATE ELECTRICAL CODE.
- MAINTAIN RECORD DRAWINGS ON SITE. RECORD SET MUST BE COMPLETE, CURRENT AND AVAILABLE FOR INSPECTION WHEN REQUISITIONS FOR PAYMENT ARE SUBMITTED.
- GUARANTEE WORK IN WRITING FOR ONE (1) YEAR FROM DATE OF FINAL ACCEPTANCE. REPAIR OR REPLACE DEFECTIVE MATERIALS OR INSTALLATION AT NO COST TO OWNER. CORRECT DAMAGE CAUSED IN MAKING NECESSARY REPAIRS AND REPLACEMENTS UNDER GUARANTEE AT NO COST TO OWNER.
- SUBMIT GUARANTEE TO ARCHITECT BEFORE FINAL PAYMENT.
- STATEMENT OF GUARANTEE REQUIREMENTS SHALL NOT BE INTERPRETED TO LIMIT OWNER'S RIGHTS UNDER LAW AND THIS CONTRACT.
- DRAWINGS ARE DIAGRAMMATIC AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS. PROVIDE INFORMATION AND COMPONENTS SHOWN ON RISER DIAGRAMS BUT NOT SHOWN ON PLANS, AND VICE VERSA, AS IF EXPRESSLY REQUIRED ON BOTH.
- UTILIZE MOLDED CASE CIRCUIT BREAKERS. MINIMUM INTERRUPTING CAPACITY SHALL BE 10,000 AMPS SYMMETRICAL AT 240 VOLTS, AND 14,000 AMPS SYMMETRICAL AT 480 VOLTS.
- TEMPORARY LIGHT AND POWER SHALL BE PROVIDED ON SITE BY THE ELECTRICAL CONTRACTOR.
- ADDRESS QUESTIONS REGARDING DRAWINGS TO ARCHITECT IN WRITING BEFORE AWARD OF CONTRACT. OTHERWISE, ARCHITECT INTERPRETATION OF MEANING AND INTENT OF DRAWINGS SHALL BE FINAL.
- SUBMIT SHOP DRAWINGS AND PRODUCT DATA WITHIN THIRTY (30) DAYS AFTER AWARD OF CONTRACT. CHECK, STAMP AND MARK WITH PROJECT NAMES SUBMITTALS BEFORE TRANSMITTING TO ARCHITECT. INDICATE DEVIATIONS FROM CONTRACT DOCUMENTS. SHOP DRAWINGS SHALL BE PROVIDED FOR ALL EQUIPMENT SHOWN ON THE DRAWINGS. PROVIDE SHOP DRAWINGS ON CIRCUIT BREAKERS WITHIN EXISTING PANELBOARD, CONDUIT, WIRING, LIGHTING FIXTURES, CABLE AND CONDUCTORS.
- DEVIATION FROM CONTRACT DOCUMENTS, OR PROPOSED SUBSTITUTION OF MATERIALS OR EQUIPMENT FOR THOSE SPECIFIED, SHALL BE REQUESTED IN SEPARATE LETTER, WHETHER DEVIATIONS ARE DUE TO FIELD CONDITIONS, STANDARD SHOP PRACTICE, OR OTHER CAUSE.
- SCHEDULE AT LEAST TEN (10) WORKING DAYS, EXCLUSIVE ON TRANSMITTAL TIME FOR SUBMITTAL REVIEW.
- ALL EQUIPMENT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER, RECTILINEAR TO BUILDING STRUCTURE.
- LOCATION OF MECHANICAL EQUIPMENT THAT REQUIRE ELECTRICAL CONNECTIONS ARE SHOWN ON THE MECHANICAL DRAWINGS.
- ALL RACEWAY RUNNING THROUGH BUILDING EXPANSION JOINTS SHALL BE EQUIPPED WITH EXPANSION FITTINGS.
- CONDUIT HOMERUNS SHOWN ON THE DRAWING WITH MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS ARE SHOWN DIAGRAMMATICALLY. THE CONTRACTOR SHALL NOT INSTALL MORE THAN THREE (3) CURRENT CARRYING CONDUCTORS IN A RACEWAY UNLESS DONE SO STRICTLY BY THE NATIONAL ELECTRICAL CODE AS AMENDED BY THE STATE.
- CONTRACTOR SHALL REVIEW ALL TRADES' CONTRACT DOCUMENTS TO DETERMINE SPECIFIC MOUNTING LOCATIONS FOR ELECTRICAL EQUIPMENT. COORDINATE EXACT MOUNTING LOCATIONS WITH THE ARCHITECT.
- BRANCH CIRCUIT WIRING MAY NOT BE SHOWN GRAPHICALLY ON DRAWINGS AND MAY BE INDICATED BY CIRCUIT NUMBERS BESIDE FIXTURES, DEVICES AND EQUIPMENT. PROVIDE COMPLETE WIRING SYSTEM WHETHER OR NOT INDICATED GRAPHICALLY. PHASE BALANCE ALL PANELBOARDS IN FIELD.
- ALL NEW WIRING SHALL BE TYPE THHN/THWN RATED 75-90°C, 600V. WET-DRY LOCATIONS. MINIMUM BRANCH CIRCUIT WIRING SHALL BE NO. 12 AWG SOLID COPPER. BRANCH CIRCUITS LONGER THAN 75 FEET FOR 120 VOLTS OR 175 FEET FOR 277 VOLTS SHALL BE AT LEAST NO. 10 AWG FROM PANEL TO LAST OUTLET.
- ALL NEW EXPOSED INTERIOR WIRING SHALL BE INSTALLED IN ELECTRIC METALLIC TUBING. ALL WIRING IN CONCRETE SLABS OR EXPOSED IN ROOM BELOW 8'-0" SHALL BE INSTALLED IN RIGID STEEL CONDUIT. EXTERIOR WIRING SHALL BE IN GALVANIZED RIGID METALLIC CONDUIT.
- INTERRUPTIONS TO EXISTING ELECTRIC SERVICES AND SYSTEMS SHALL BE AS SHORT AS POSSIBLE AND AT A TIME AND DURATION APPROVED BY THE ARCHITECT OR OWNER. INCLUDE ALL PREMIUM TIME ASSOCIATED WITH INTERRUPTIONS, TWENTY-FOUR (24) HOUR NOTICE IS REQUIRED.
- ALL GROUNDING SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AS AMENDED BY THE STATE.
- ALL FIREPROOFING FOR ELECTRICAL PENETRATIONS SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
- SYSTEM FEEDERS AND BRANCH CIRCUITS THAT PASS THROUGH ALTERED AREAS AND SERVE OTHER AREAS SHALL BE MAINTAINED.
- PROVIDE NEW TYPED IDENTIFICATION DIRECTORY IN PANELBOARDS INDICATING CIRCUIT FUNCTION OR EQUIPMENT SERVED. LABEL ALL ELECTRICAL PANELS, DISCONNECT SWITCHES AND OTHER EQUIPMENT WITH ENGRAVED VINYL PLATES. NAMEPLATE LETTERING SHALL BE 1/4" MINIMUM.
- UPDATE ALL PANELBOARD SCHEDULES, PROVIDE NAMEPLATES FOR A SWITCHBOARDS, MATCH EXISTING. BLACK PLASTIC APPROXIMATELY 1" IN HEIGHT WITH WHITE LETTERS.

GENERAL NOTES

- ALL FLOOR, MASONRY WALLS AND STRUCTURAL CEILING PENETRATIONS SHALL BE SLEEVED.
- PROVIDED FIRE/MOISTURE SEAL FOR WALL, FLOOR OR CEILING PENETRATIONS.
- PACE ALL CABLE/WIRING IN CONDUIT OR RACEWAY. DO NOT LAY ON, OR SUPPORT CONDUIT FROM SUSPENDED CEILING OR PIPING AND DUCTWORK.
- OUTLET BOXES SHALL BE MOUNTED FLUSH. CONDUIT SHALL BE RUN CONCEALED. WHERE WALLS ARE BLOCK, DEVICES AND WIRING SHALL BE SURFACE MOUNTED. PROVIDE WIREMOLD OR EQUAL TO SURFACE MOUNTED RACEWAY WITH FINISHED BOXES.
- FLEXIBLE CONDUIT CONNECTIONS SHALL BE A MAXIMUM OF 6'-0".
- CIRCUIT NUMBERS SHOWN ARE DIAGRAMMATIC. ELECTRICAL CONTRACTOR SHALL UTILIZE SPARE CIRCUIT AND PROVIDE CIRCUIT BREAKERS TO MATCH EXISTING. MINIMUM AIC RATING SHALL BE 10,000.

DEMOLITION NOTES

- REFER TO THE ARCHITECTURAL DRAWINGS FOR THE FULL EXTENT OF THE SCOPE OF DEMOLITION. DISCONNECT AND MAKE SAFE ALL ELECTRICAL EQUIPMENT IDENTIFIED FOR REMOVAL ON THE HVAC, PLUMBING AND FIRE PROTECTION PLANS. THE ELECTRICAL SCOPE MAY EXTEND BEYOND THE AREA DEFINED BY THE ARCHITECTURAL DEMOLITION LIMITS TO FULLY COMPLY WITH VARIOUS REQUIREMENTS DEFINED BY THESE NOTES.
- THE ELECTRICAL DEMOLITION PLANS AND DETAILS INDICATE THE GENERAL INTENT AND ARE NOT INTENDED TO SHOW ALL ITEMS TO BE REMOVED OR RETAINED. THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE PRIOR TO THE SUBMISSION OF BIDS TO BECOME FAMILIAR WITH THE ACTUAL CONDITIONS AND EXTENT OF WORK. DEVICES AND EQUIPMENT LOCATED ON WALLS AND/OR CEILINGS TO BE REMOVED SHALL BE DISCONNECTED AND MADE SAFE. THE ELECTRICAL CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY UNANTICIPATED HIDDEN CONDITIONS ENCOUNTERED DURING DEMOLITION.
- THE ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL SYSTEMS OR BUILDING COMPONENTS DAMAGED DURING THE EXECUTION OF THE WORK. DAMAGE SHALL INCLUDE BUT NOT BE LIMITED TO DESTRUCTION OR DISPOSAL OF ITEMS INTENDED TO REMAIN OR TO BE SALVAGED.
- THE ELECTRICAL CONTRACTOR SHALL CIRCUIT TRACE AND LABEL ALL EXISTING BRANCH CIRCUITS AND FEEDERS WITHIN THE AREA OF DEMOLITION SCOPE PRIOR TO DE-ENERGIZING AND DISCONNECTION. ALL CIRCUITS WITHIN PANELBOARDS IDENTIFIED FOR REMOVAL SHALL BE TRACED AND LABELED TO ENSURE THAT NO AREA OUTSIDE THE DEMOLITION SCOPE LIMIT IS AFFECTED.
- THE ELECTRICAL CONTRACTOR SHALL IDENTIFY ALL BRANCH CIRCUITS, FEEDERS AND SYSTEM COMPONENTS, WHICH ARE TO REMAIN WITHIN THE AREA OF DEMOLITION SCOPE. THERE SHALL BE NO INTERRUPTION OF SERVICE TO ANY AREA OUTSIDE THE SCOPE LIMITS WITHOUT APPROVAL FROM THE OWNER'S REPRESENTATIVE. EXISTING EQUIPMENT TO REMAIN SHALL BE LEFT IN A CODE COMPLIANT MANNER.
- THE ELECTRICAL CONTRACTOR SHALL DE-ENERGIZE AND REMOVE ALL CONDUCTORS AND RACEWAYS TO THEIR POINTS OF ORIGIN WITHIN THE AREA OF DEMOLITION SCOPE. ITEMS IDENTIFIED FOR DEMOLITION SHALL NOT BE ABANDONED IN PLACE. RACEWAYS THAT ENTER MASONRY WALLS AND FLOORS SHALL BE CUT FLUSH AT THE SURFACE FOR PATCHING BY OTHERS. ALL CIRCUIT BREAKERS ASSOCIATED WITH THE DEMOLITION SCOPE SHALL BE DE-ENERGIZED AND LABELED SPARE.
- THE ELECTRICAL CONTRACTOR SHALL TEMPORARILY SUPPORT ALL ITEMS TO REMAIN THAT ARE AFFECTED BY THE DEMOLITION OF BUILDING STRUCTURAL COMPONENTS (WALLS, CEILINGS, ETC.). TEMPORARILY SUPPORTED ITEMS SHALL BE PERMANENTLY SUPPORTED AND INSTALLED WHEN FINALIZED STRUCTURES ARE IN PLACE.
- ALL REMOVED ITEMS SHALL BE LEGALLY DISPOSED OF UNLESS IDENTIFIED FOR REUSE. THE OWNER'S REPRESENTATIVE SHALL INSPECT ALL RETAINED ITEMS PRIOR TO PLACEMENT IN THE IDENTIFIED STORAGE LOCATION BY THE ELECTRICAL CONTRACTOR.
- THE EXISTING FIRE ALARM SYSTEM SHALL REMAIN FULLY FUNCTIONAL DURING THE ENTIRE DEMOLITION AND CONSTRUCTION PERIOD. REUSE OF EXISTING FIRE ALARM SYSTEM RACEWAYS SHALL NOT BE ALLOWED. ALL REQUIRED SYSTEM SHUTDOWNS SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER'S REPRESENTATIVE AND THE AUTHORITY HAVING JURISDICTION. DEMOLITION OF THE EXISTING SYSTEM SHALL NOT COMMENCE UNTIL THE NEW SYSTEM HAS BEEN COMPLETELY INSTALLED, TESTED AND APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- ALL DEMOLITION SCOPE ASSOCIATED WITH LOW VOLTAGE SYSTEMS INCLUDING BUT NOT LIMITED TO TELEPHONE, DATA, SECURITY, PAGING, CCTV, ETC. SHALL BE INCLUDED IN THIS CONTRACT.
- REMOVED FLUORESCENT AND HID LAMPS AND BATTERIES SHALL BE RECYCLED BY A FACILITY APPROVED BY THE OWNER'S REPRESENTATIVE. A UNIFORM HAZARDOUS WASTE MANIFEST SHALL BE PREPARED FOR ALL DISPOSALS AND RETURNED WITH ALL APPLICABLE SIGN OFF'S PRIOR TO APPLICATION FOR FINAL PAYMENT.
- ALL BALLAST IN LIGHTING FIXTURES TO BE DISPOSED SHALL BE VERIFIED TO BE PCB FREE. ALL BALLAST MANUFACTURED PRIOR TO 1979 AND NOT LABELED AS PCB FREE SHALL BE CONSIDERED TO CONTAIN PCBs. PROVIDE WRITTEN VERIFICATION TO THE OWNER'S REPRESENTATIVE THAT CONFIRMS PCB FREE WASTE. WHERE PCB FREE WASTE CANNOT BE VERIFIED, BALLAST SHALL BE RECYCLED BY A FACILITY APPROVED BY THE OWNER'S REPRESENTATIVE. WITH PCB COMPONENTS ELIMINATED BY A HIGH TEMPERATURE INCINERATION. A UNIFORM HAZARDOUS WASTE MANIFEST SHALL BE PREPARED FOR ALL DISPOSALS AND RETURNED WITH ALL APPLICABLE SIGN OFF'S PRIOR TO APPLICATION FOR FINAL PAYMENT. ALL HANDLING SHALL CONFORM TO EPA REQUIREMENTS. PROVIDE BREAKOUT COST FOR THIS SCOPE.

ABBREVIATIONS

A/AMP	AMPERE	IMC	INTERMEDIATE METALLIC CONDUIT
AC	ALTERNATING CURRENT	JB	JUNCTION BOX
AF	AMPERE FRAME	KVA	KILOVOLT-AMPERE
AFB	ABOVE FINISHED FLOOR	KW	KILOWATT
AFG	ABOVE FINISHED GRADE	LTO	LIGHTING
AIC	AMPERE INTERRUPTING CAPACITY	PWR	POWER
AL	ALUMINUM	MCB	MAIN CIRCUIT BREAKER
AT	AMPERE TRIP	MEC	MASSACHUSETTS ELECTRICAL CODE
ATS	AUTOMATIC TRANSFER SWITCH	MLO	MAIN LUGS ONLY
AWG	AMERICAN WIRE GAUGE	MTG	MOUNTING
C	CONDUIT	MTD	MOUNTED
CKT	CIRCUIT	MCC	MOTOR CONTROL CENTER
CB	CIRCUIT BREAKER	NEC	NATIONAL ELECTRICAL CODE
CU	COPPER	NS	NON-SYSTEM
CL	CENTERLINE	NTS	NOT TO SCALE
DC	DIRECT CURRENT	No. #	NUMBER
DE	DUAL ELEMENT	PC	PLUMBING CONTRACTOR
DWG	DRAWING	RFM	REVOLUTIONS PER MINUTE
EC	ELECTRICAL CONTRACTOR	RMS	ROOT MEAN SQUARE VALUE
EMH	ELECTRICAL MANHOLE	RGS	RIGID STEEL CONDUIT
EW	ELECTRIC WATER COOLER	SF	SQUARE FOOT
EMT	ELECTRIC METALLIC CONDUIT	SN	SOLID NEUTRAL
FLMT	FLEXIBLE LIQUID TIGHT METALLIC TUBING	SWBD	SWITCHBOARD
GC	GENERAL CONTRACTOR	TYP	TYPICAL
GND	GROUND	V	VOLTS
GFI	GROUND FAULT INTERRUPTING	VA	VOLT-AMPERE
HVAC	HEATING, VENTILATION AND AIR CONDITIONING	VFD	VARIABLE FREQUENCY DRIVE
HP	HORSEPOWER	WP	WEATHERPROOF

BRANCH CIRCUIT AND FEEDER SYMBOLS

	BRANCH CIRCUIT OR FEEDER CONCEALED UNLESS OTHERWISE NOTED
	BRANCH CIRCUIT DIAGONAL LINES INDICATE NUMBER OR CONDUCTORS, NO DIAGONAL LINES INDICATES TWO (2) CONDUCTORS (1 PHASE AND 1 NEUTRAL). GROUND WIRE(S) NOT INDICATED. MINIMUM SIZE CONDUCTOR #12 AWG AND 3/4" CONDUIT, UNLESS OTHERWISE NOTED
	INDICATES (3) #1 AWG(PHASE), (1)#1 AWG(NEUTRAL), (1) #6 GROUND IN A 1-1/2" CONDUIT
	FLEXIBLE CONNECTION TO MOTOR OR EQUIPMENT
	HOMERUN TO PANELBOARD "PP1" CIRCUIT NUMBER 1. DIAGONAL LINES INDICATE (1) PHASE AND (1) NEUTRAL CONDUCTOR. (1) GROUNDING CONDUCTOR UNDERSTOOD.

MOTOR AND CONTROLS

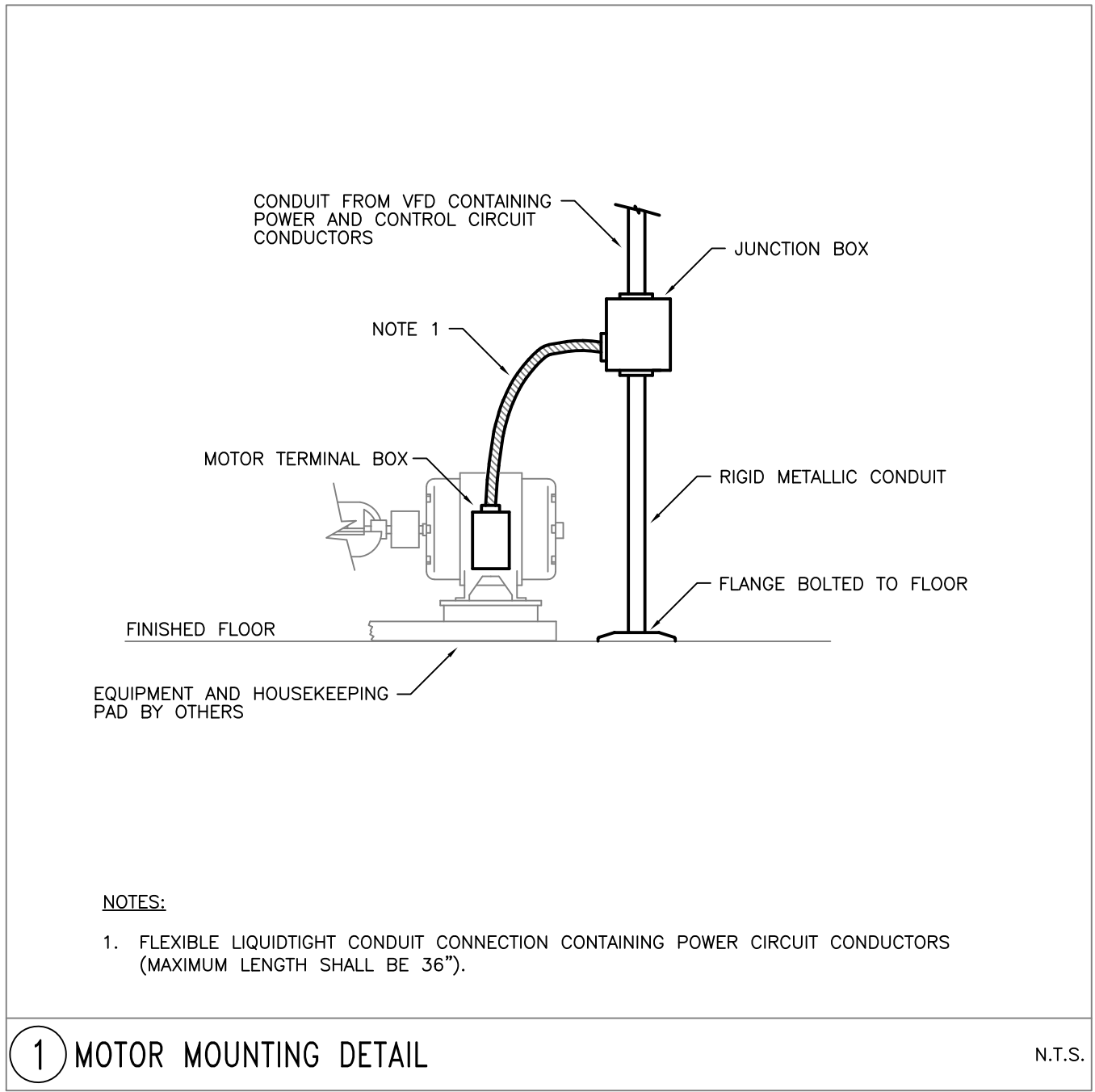
	MOTOR, NUMERAL INDICATES HORSEPOWER
	DISCONNECT SWITCH, NON-FUSIBLE TYPE, RATED 30A/3P, IN NEMA TYPE "1" ENCLOSURE, UNLESS OTHERWISE NOTED. "3R" DENOTES NEMA TYPE ENCLOSURE
	DISCONNECT SWITCH, FUSED TYPE, RATED 30A, 20A FUSE, 3 POLE IN NEMA TYPE "1" ENCLOSURE, UNLESS OTHERWISE NOTED
	VARIABLE FREQUENCY DRIVE

PANELBOARD AND TERMINAL CABINET

	120/208V
	DISTRIBUTION PANEL
	TRANSFORMER, DRY TYPE

POWER NOTES

- ALL CONDUIT, WIRING AND ELECTRICAL EQUIPMENT SHALL BE INSTALLED AND GROUNDED IN ACCORDANCE WITH THE LATEST STANDARDS OF THE NATIONAL & STATE ELECTRICAL CODES AND ANY APPLICABLE LOCAL REGULATIONS.
- ALL CONDUITS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATION AND METHOD OF SUPPORT SHALL BE DETERMINED IN THE FIELD, EXCEPT WHERE SPECIFIC DIMENSIONS AND DETAILS ARE SHOWN. ALL CONDUIT RUNS SHALL BE RIGIDLY SUPPORTED.
- THE ELECTRICAL CONTRACTOR SHALL CONSULT AND COOPERATE WITH CONTRACTORS OF OTHER TRADES TO AVOID ANY INTERFERENCE IN THE INSTALLATION OF THEIR RESPECTIVE EQUIPMENT.
- ALL CONDUIT SHALL BE EMT. NO CONDUIT SMALLER THAN 3/4 INCH ELECTRICAL TRADE SIZE SHALL BE USED, UNLESS SPECIFICALLY CALLED FOR ON THE DRAWINGS.
- VISIT SITE AND EXAMINE CONDITIONS UNDER WHICH WORK MUST BE PERFORMED. COMMENCEMENT OF WORK SHALL BE CONSTRUED AS COMPLETE ACCEPTANCE OF EXISTING CONDITIONS INCLUDING PREPARATORY WORK DONE BY OTHERS.
- PERFORM WORK AND PROVIDE MATERIALS AND EQUIPMENT TO MAKE INSTALLATION COMPLETE IN EVERY DETAIL UNDER THIS CONTRACT WHETHER OR NOT SPECIFICALLY SHOWN ON DRAWINGS.
- MATERIAL AND EQUIPMENT SHALL BE UNDERWRITER LABORATORIES LISTED FOR INTENDED SERVICE. MATERIALS AND INSTALLATION SHALL MEET REQUIREMENTS OF STATE ELECTRICAL CODE.
- CONDUCTORS AND CABLE SHALL BE MINIMUM #12 AWG, 600 VOLT, COPPER WITH TYPE THHN/THWN INSULATION. PROVIDE SEPARATE GREEN GROUND IN ALL FEEDERS. WIRE SIZE #8 AWG AND LARGER SHALL BE STRANDED, #10 AWG AND SMALLER SHALL BE SOLID. COLOR CODE CONDUCTORS BLACK, RED, BLUE, WITH WHITE NEUTRAL AND GREEN GROUND EXCEPT AS NOTED FOR 120 VOLT



Mass

DMH

Department of

Mental Health

ALLEN HALL

288 Lyman Street

Westborough, MA 01581

Project Title: **ALLEN HALL**
STAIR LIFT REPLACEMENT

Set Issue Title:
100% CONSTRUCTION DOCUMENTS

owl

ENGINEERS

OWL Engineers

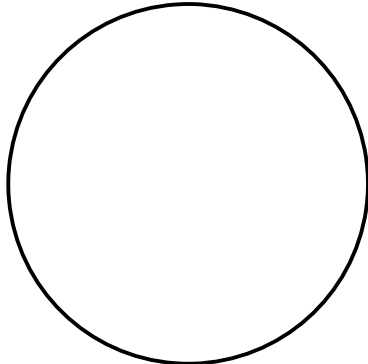
105 Abbot Street, Andover, MA

t: (978) 621-2391

e: info@owlengineers.com

w: owlengineers.com

STAMP:



WILLIAM SLOAN ASSOCIATES
ARCHITECTS
551 MAIN ST. WINCHESTER, MA 01890

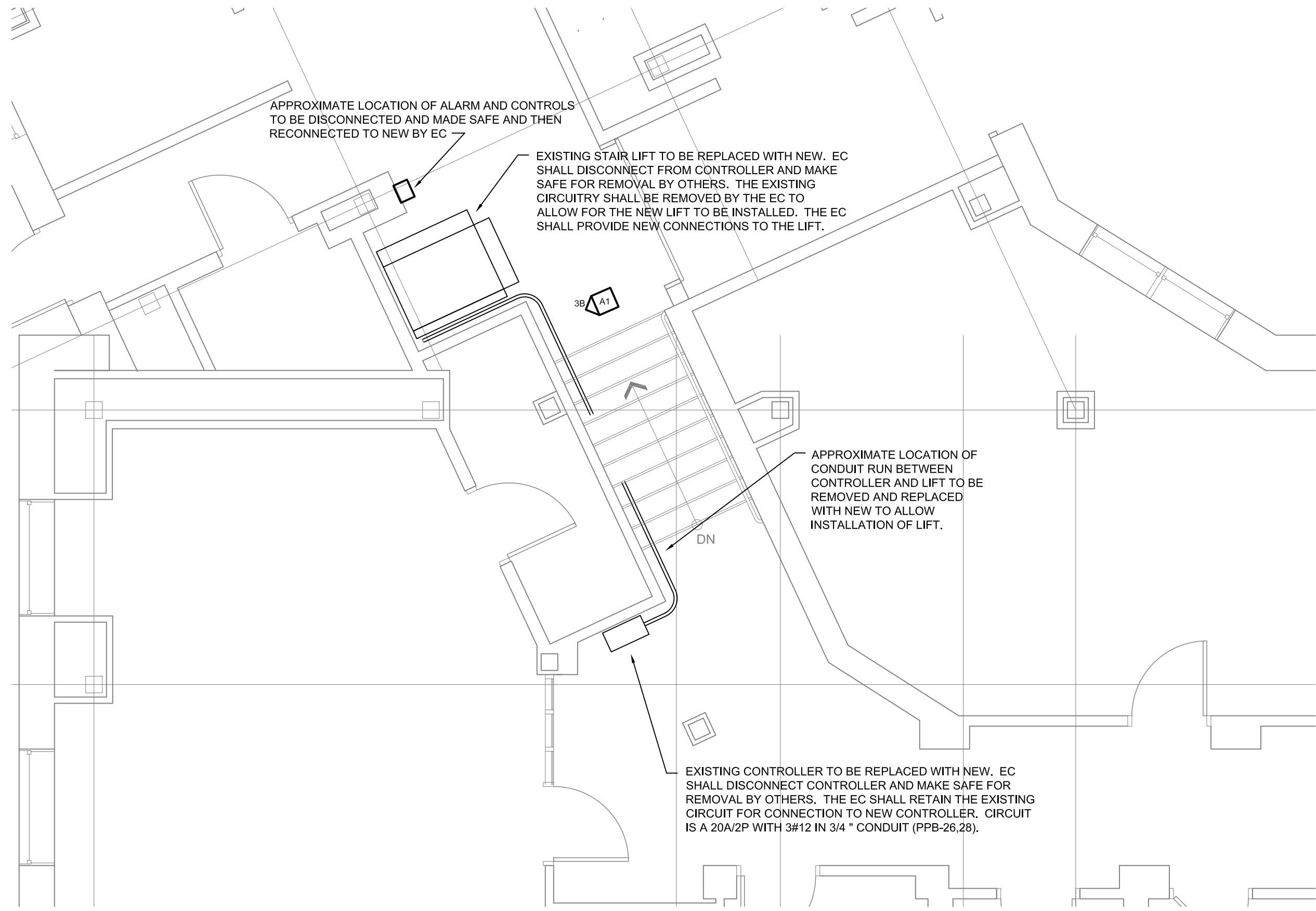
Issues / Revisions		
No.	Date	Notes

Designed By: J'O'Brien
Project Manager: J'O'Brien
Drawn By: J'O'Brien
Date: 09/06/24
Drawing Title

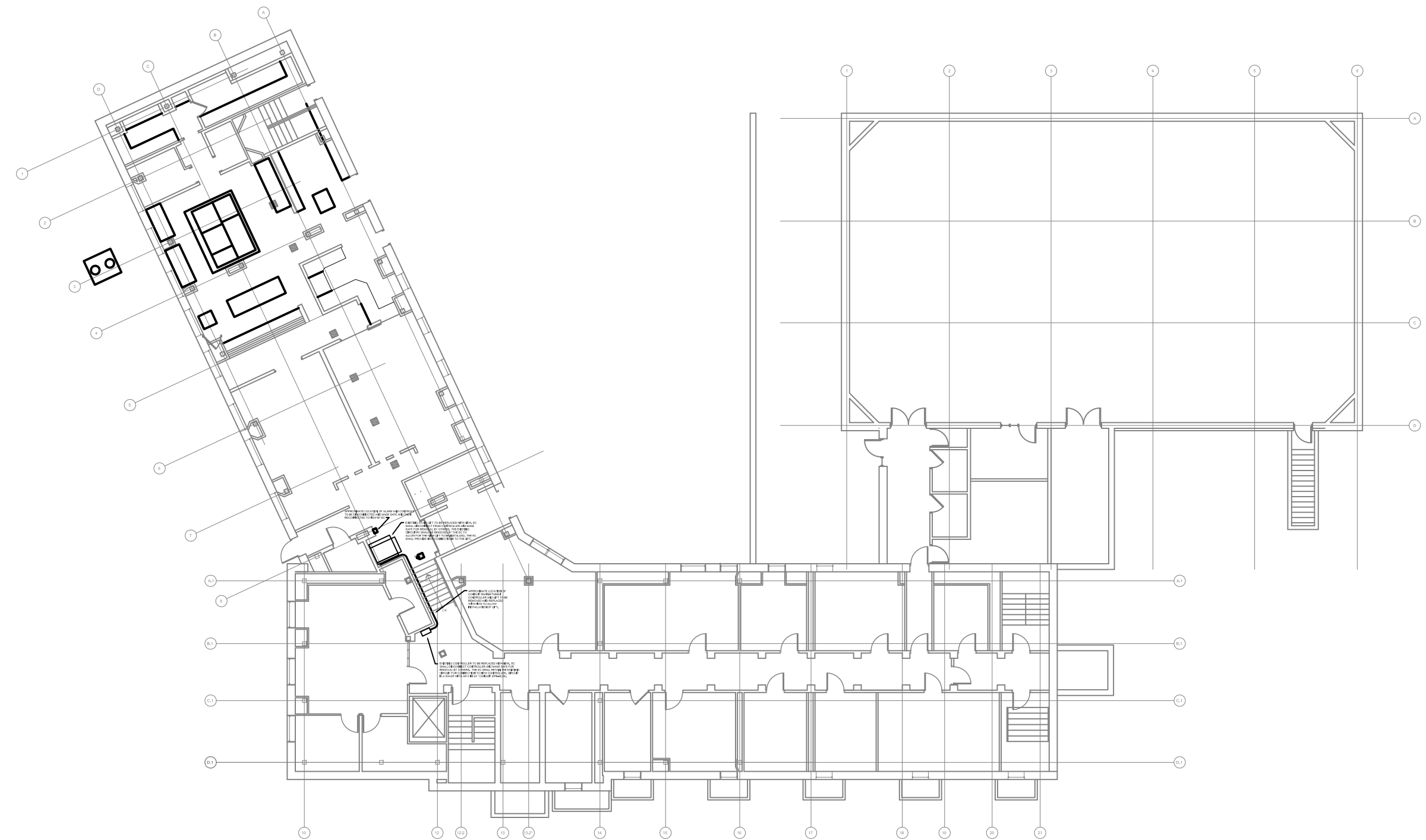
ELECTRICAL
LEGEND AND
NOTES

Scale
Drawing No.

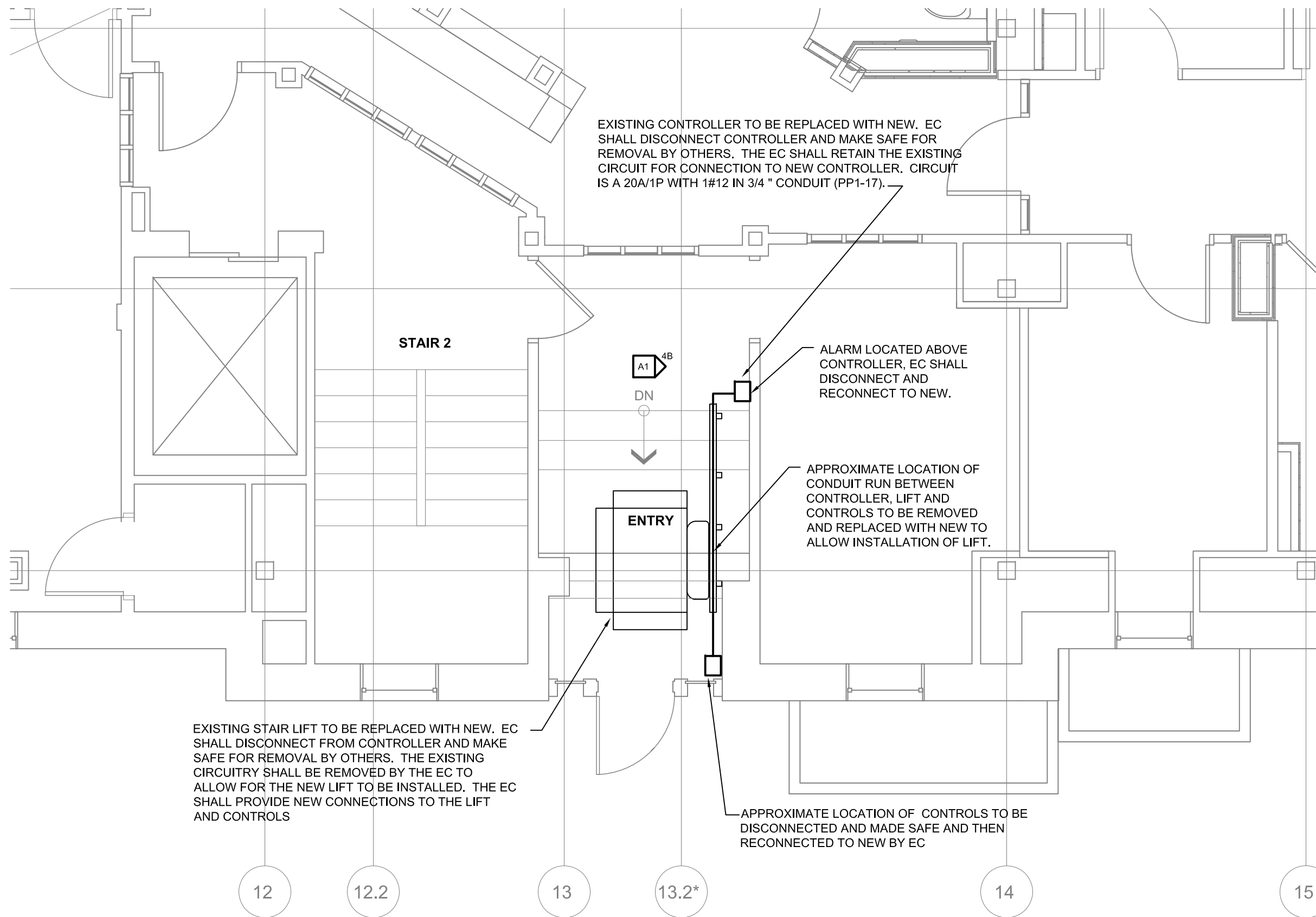
E1



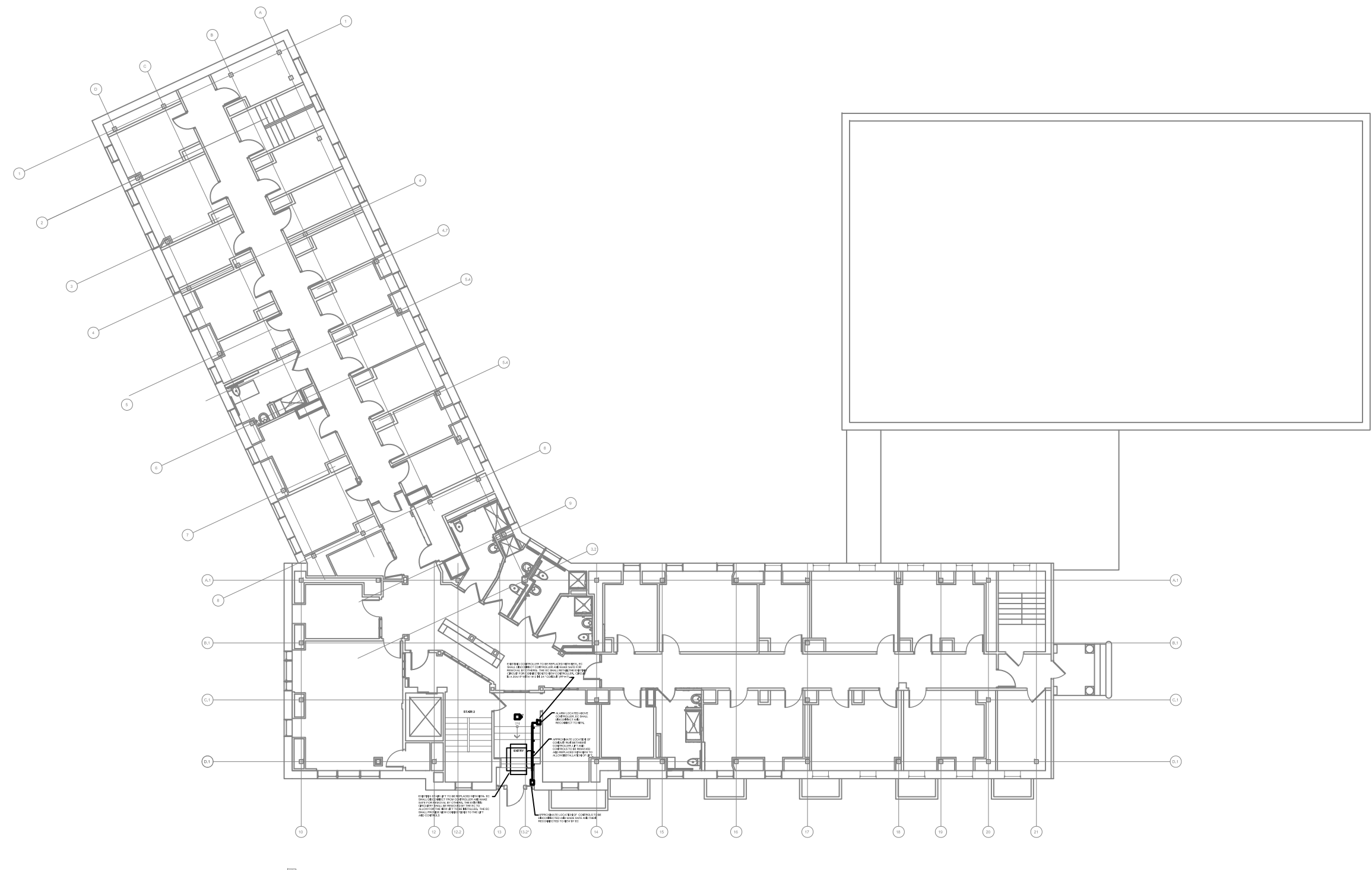
1 ELECTRICAL - Basement Part Plan
SCALE: 1/4"= 1'-0"



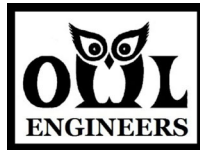
3 ELECTRICAL - Basement Key Plan
SCALE: 1"= 20'-0"



2 ELECTRICAL - First Floor Part Plan
SCALE: 1/4"= 1'-0"

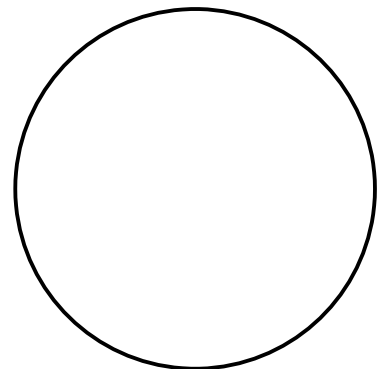


4 ELECTRICAL - First Floor Key Plan
SCALE: 1"= 20'-0"



OWL Engineers
105 Abbot Street, Andover, MA
t: (978) 621-2391
e: info@owlengineers.com
w: owlengineers.com

STAMP:



WILLIAM SLOAN ASSOCIATES
ARCHITECTS
551 MAIN ST. WINCHESTER, MA 01890

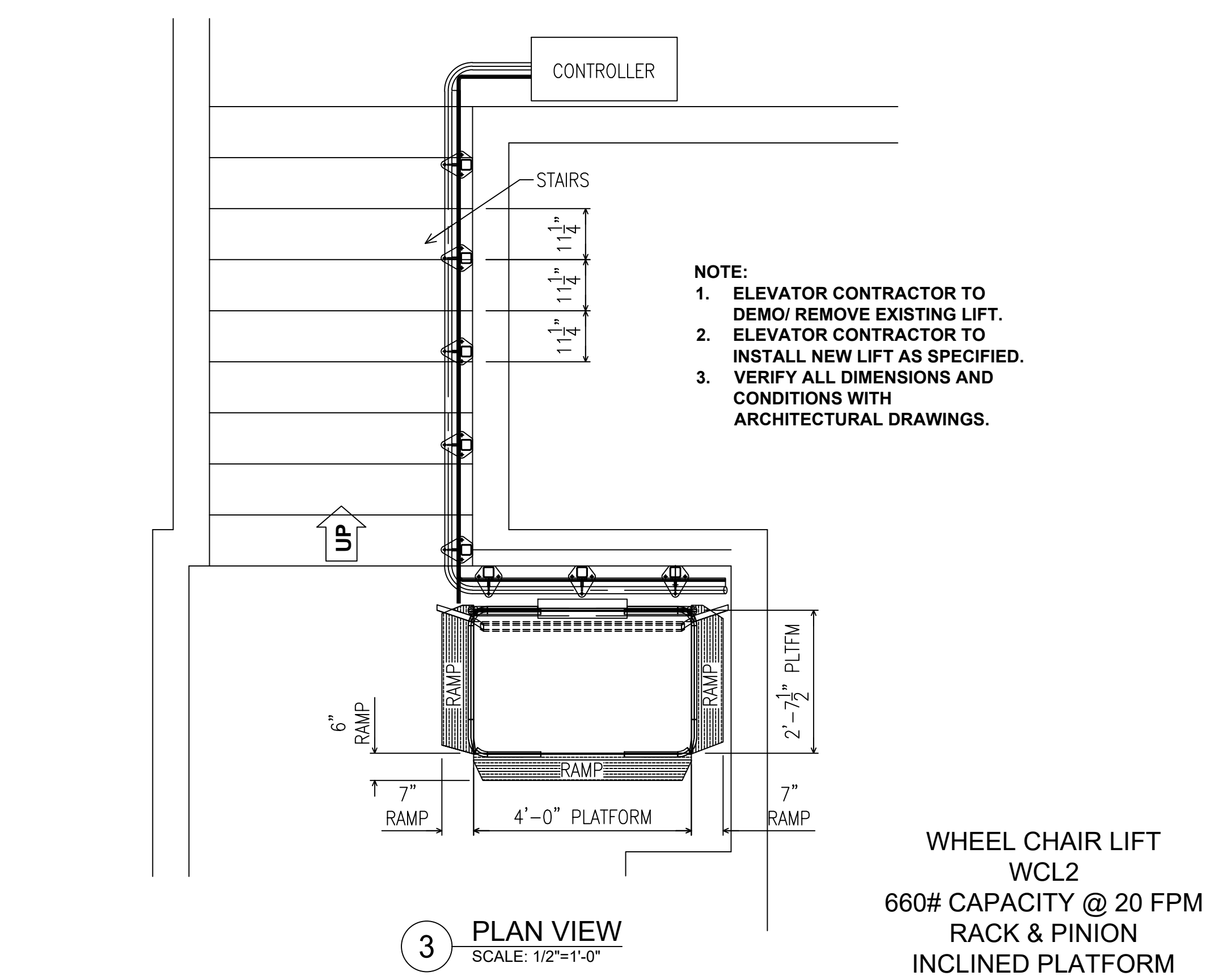
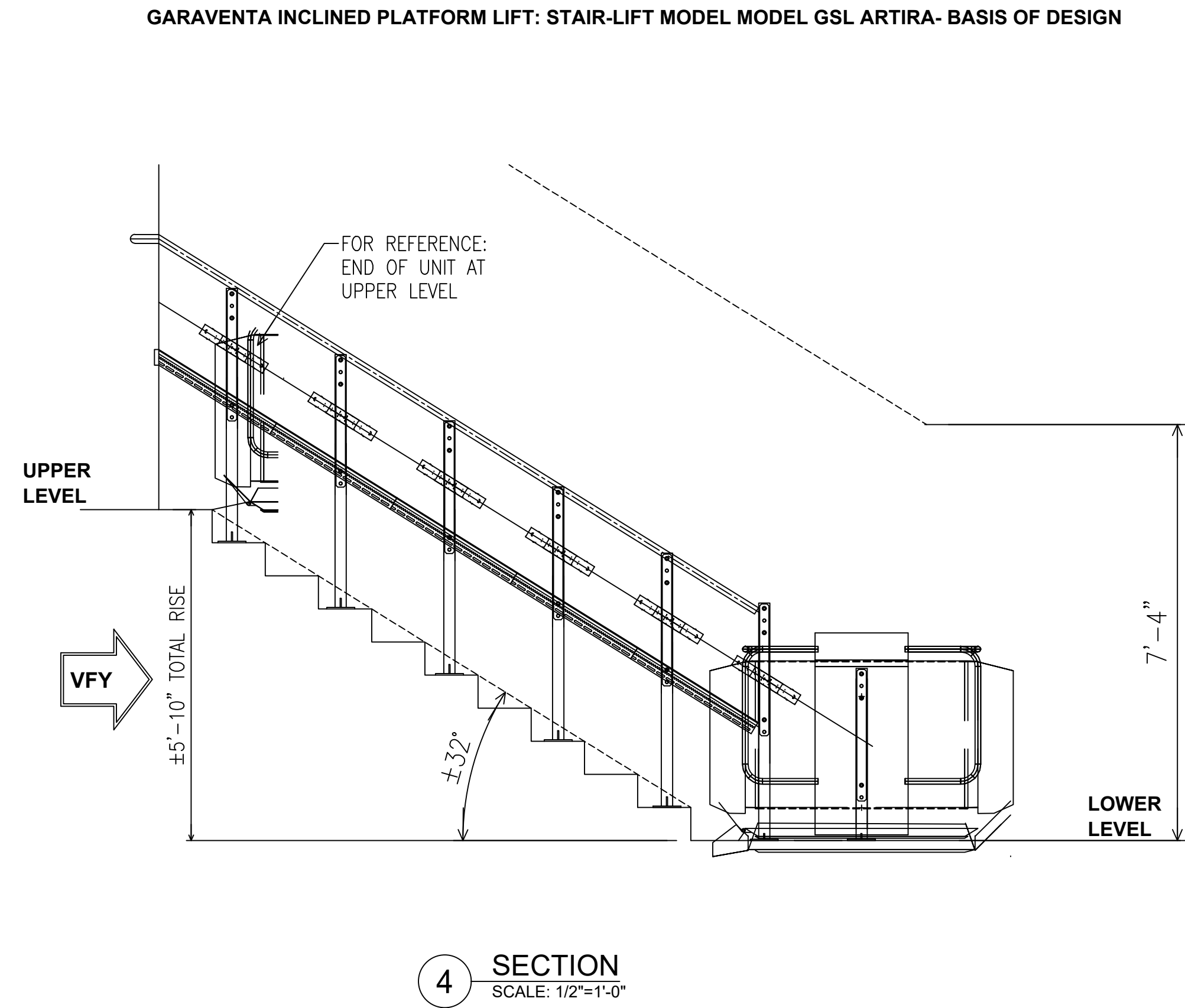
Issues / Revisions		
No.	Date	Notes

Designed By: JO'Brien
Project Manager: JO'Brien
Drawn By: JO'Brien
Date: 09/06/24
Drawing Title

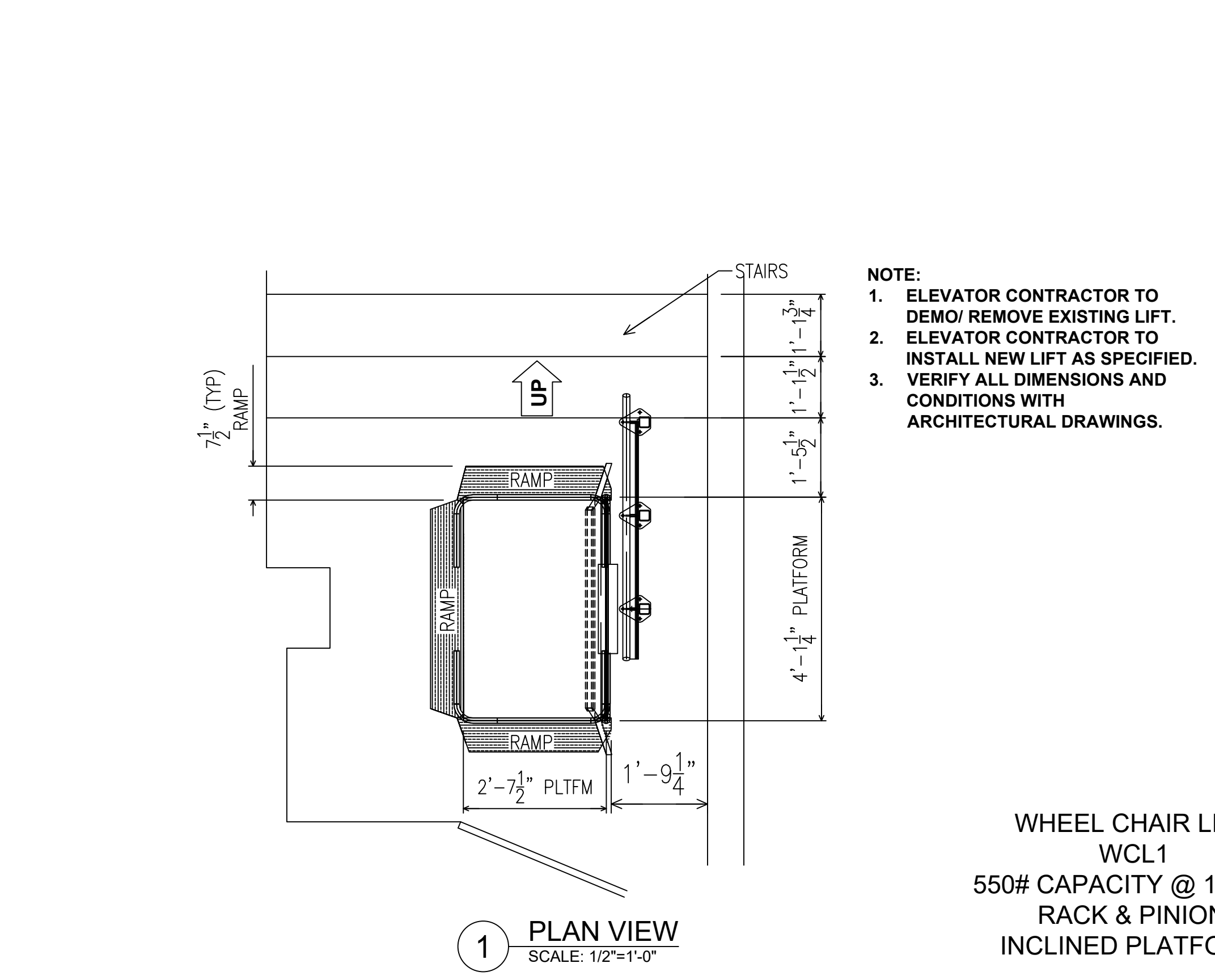
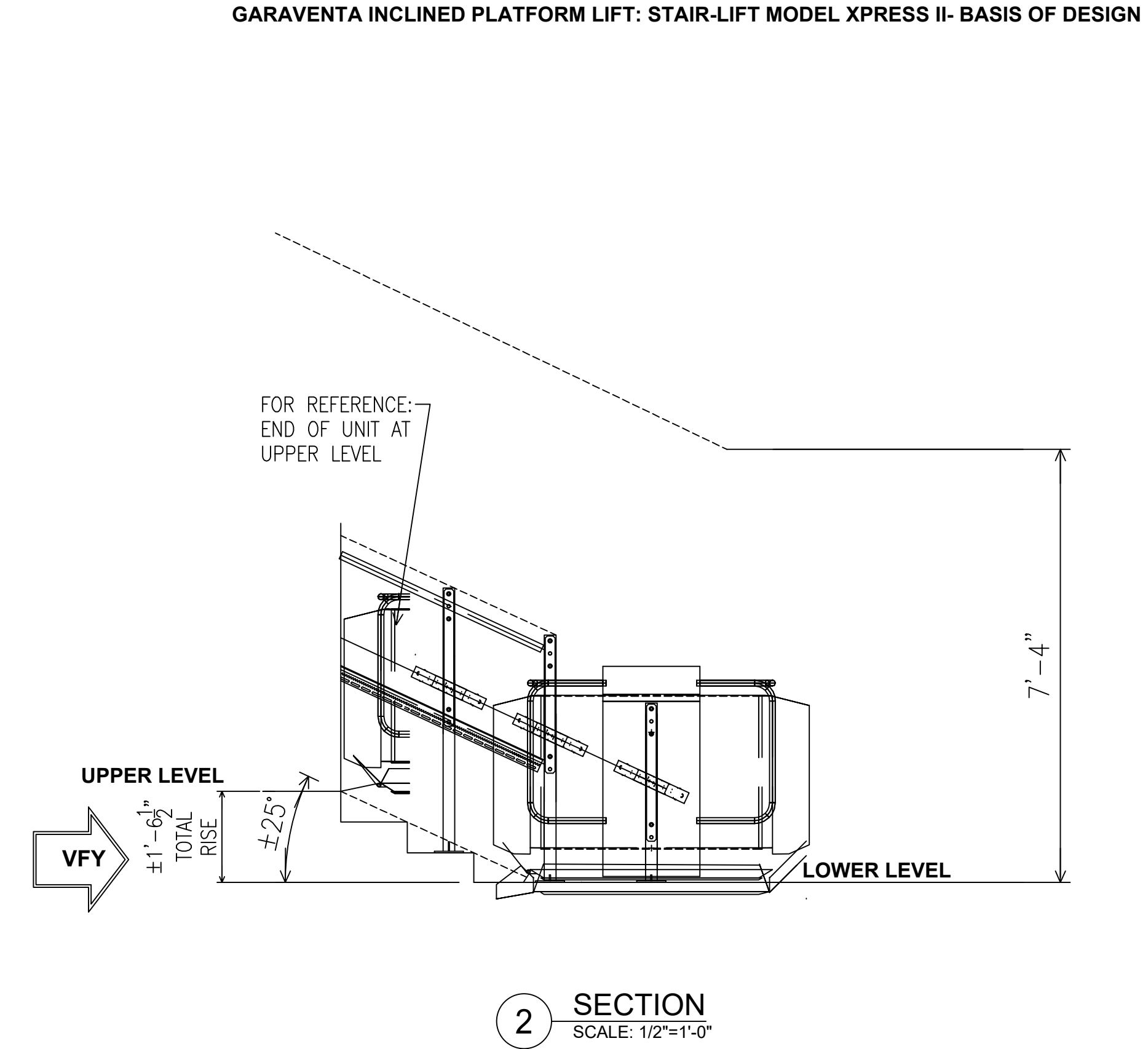
ELECTRICAL PART PLANS AND DETAILS

Scale
Drawing No.

E2

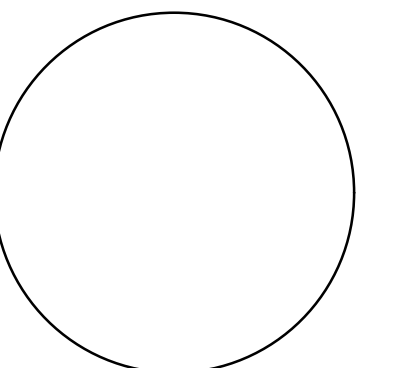


VERIFY IN FIELD ALL EXISTING DIMENSIONS, CONDITIONS AND EQUIPMENT. REFER TO SPECIFICATIONS FOR DISPOSITION OF EQUIPMENT



VERIFY IN FIELD ALL EXISTING DIMENSIONS, CONDITIONS AND EQUIPMENT. REFER TO SPECIFICATIONS FOR DISPOSITION OF EQUIPMENT

STAMP:



Issues / Revisions		
No.	Date	Notes
1	9/6/2024	100% SUBMISSION

Designed By: VDA
Project Manager: CS
Drawn By: VDA
Date: 09/06/24
Drawing Title

WHEELCHAIR LIFT
PLANS AND
SECTIONS

Scale: AS NOTED
Drawing No.