

PROJECT MANUAL

MODERNIZATION OF STATE AIDED PUBLIC HOUSING

Replace Common Floor Areas-Rebid

STATE-AIDED DEVELOPMENT: 667-03 Development

Executive Office of Housing
and Livable Communities



LUDLOW HOUSING AUTHORITY 114 Wilson Street Ludlow, MA 01056 Phone: 413-589-7272 robin@ludlowhousing.com	PROJECT ADDRESS: Chestnut Street Elderly 667-3 39 State Street Ludlow, MA 01056
Susan Stanek., Chair Audrey Polmanteer, Treasurer	Joe Baldwin, Vice Chair Raymond Anderson, Tenant Board Member Robin Carvide, Executive Director

Architect

Roy S. Brown Architects
85 Chilson Road
Wilbraham, MA 01095
Telephone: (413) 596-2360
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May15, 2024

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ADVERTISEMENT- REBID

The **Ludlow** Housing Authority, the Awarding Authority, invites sealed bids from Contractors for the **Replace Common Floor Areas, Chestnut Street Elderly Housing 667-3** Development 39 Chestnut Street, Ludlow, MA 01056 for the **Ludlow** Housing Authority, 114 Wilson Street, **Ludlow, MA**, in accordance with the documents prepared by **Roy S. Brown Architects**.

The work is estimated to cost: **Seventy five thousand dollars (\$75,000)**.

Bids are subject to M.G.L. c.149 §44A-J & to minimum wage rates as required by M.G.L. c.149 §§26 to 27H inclusive.

DCAMM Certification is not required

General Bids will be received until **2:00 p.m., Friday, May 31, 2024** and publicly opened, forthwith.

This project is being Electronically Bid (E-Bid). All bids shall be prepared and submitted online at **www.Projectdog.com** and received no later than the date and time specified above. Hard copy bids will not be accepted by the Awarding Authority. For E-Bid Tutorial and Instructions, download the **Supplemental Instructions to Bidders for Electronic Bid Projects** from www.Projectdog.com. For assistance, contact Projectdog, Inc. at 978.499.9014.

General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the **Ludlow Housing Authority**.

Bid Forms and Contract Documents will be available electronically or for purchase at **www.Projectdog.com** on **May 15, 2024**; Project Code **862236**

The job site will be available for inspection at **10 a.m. on Wednesday, May 22, 2024**.

For an appointment other than the scheduled walk-thru above, call **Robin Carvide, Executive Director (413) 589-7272**.

00.21.50
INSTRUCTIONS TO BIDDERS
Projects \$50,000-\$150,000

This project is being Electronically Bid (E-Bid). All bids shall be prepared and submitted online at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. For E-Bid Tutorial and Instructions, click [here](#) to download the **Supplemental Instructions To Bidders for Electronic Bid Projects** from www.Projectdog.com. For assistance, contact Projectdog, Inc. at 978.499.9014.

ARTICLE 1. BIDDER'S REPRESENTATION

- 1.1** Each General Bidder (hereinafter called the "**Bidder**") by making a bid (hereinafter called "**bid**") represents that:
- 1.** The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 - 2.** The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2** Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2. CONTRACTOR'S CERTIFICATIONS

- 2.1 General bids shall be submitted with DCAMM Certification for contracts with an estimated construction cost of over \$100,000 only:**
- 1.** A Certificate of Eligibility on the appropriate form prescribed and issued by the Division of Capital Asset Management and Maintenance (DCAMM), showing that the Bidder is eligible to bid on projects of this size in the specified category of work; and
 - 2.** A Contractor Update Statement, DCAMM Form CQ3.
 - 3.** The Contractor Update Statement (CQ3) is not a public record as defined in DCAMM regulation 810 CMR 8.06 and will not be open to public inspection.
- 2.2 OSHA SAFETY TRAINING & LEAD:**
- 1.** All employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training.
 - 2.** The Contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement in accordance with 2.2.1 above in accordance with the provisions of these Contract Documents.
 - 3.** The Contractor and all subcontractors shall provide evidence of compliance with EPA Lead Renovator Requirements including EPA regulation 40 CFR 745.

ARTICLE 3. REQUESTS FOR INTERPRETATION

- 3.1** Bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error, which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 3.2** Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Architect. The Architect will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 3.3** Interpretation, correction, or change in the Contract Documents will be made by written Addendum, which will become part of the Contract Documents. Neither the Housing Authority nor the Architect will be held accountable for any oral interpretations, corrections, or changes.
- 3.4** Addenda must be acquired electronically at www.Projectdog.com. Each individual or firm recorded as having taken a set of Contract Documents will be notified by email when addenda are issued. Hard copies of addenda will not be mailed or faxed. It shall be the sole responsibility of the Bidder to ascertain the existence of any and all addenda.

- 3.5** Copies of addenda will be made available for inspection at the locations listed in the Advertisement where Contract Documents are on file.

ARTICLE 4. PREPARATION AND SUBMISSION OF BIDS

- 4.1** Bids shall be prepared and submitted online at www.Projectdog.com with the forms furnished by Projectdog, Inc. The forms enclosed in the Project Manual shall not be extracted or used.
- 4.2** (a.) All required forms must be submitted in PDF format only. The Bidder must complete all required signatures either digitally or manually (print, sign, and scan to a PDF file).
- (b.) The Bidder must enter their bid price on the electronic Bid Form as a whole dollar value only with no punctuation. Sums shall be expressed in both words and figures on the bid form.
Note: The electronic Bid Form will automatically match the word value to the numeric figure entered by the Bidder.
- (c.) Bidders may save, submit, or modify an E-Bid at any time prior to bid close. Once submitted, a bid cannot be edited. To modify a bid the Bidder must retract the bid, make any necessary changes, and then re-submit the bid. Upon submitting or retracting an E-Bid, the Bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog, Inc. at 978.499.9014 if an email is not received.
- (d.) If a bid is submitted prior to an Addendum being issued, the Bidder will receive an automated email for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge addenda their bid may be rejected by the Awarding Authority.
- (e.) Timely submission of an E-Bid shall be the full responsibility of the Bidder. The server clock is the time of record. It is the Bidder's responsibility to review and confirm online that a bid has been submitted and/or retracted and that the bid is 100% true, complete, and accurate. All Bidders are required to review their submitted E-Bid via the "View My Bid Package" link.
- 4.3** Bid Deposits shall be:
1. at least five percent (5%) of the greatest possible bid amount, considering all alternates;
 2. made payable to the Housing Authority;
 3. conditioned upon faithful performance by the principal of the agreements contained in the bid; and
 4. in the form of:
 - (a.) cash, completed and delivered as outlined on the [Cash Bid Bond Affidavit](#) form,
 - (b.) certified check, treasurer's or cashier's check issued by a responsible bank or trust company, completed and delivered as outlined on the [Cash Bid Bond Affidavit](#) form, or
 - (c.) a bid bond issued by a surety company licensed to do business in the Commonwealth of Massachusetts.
- 4.4** Bid deposits of the three (3) lowest responsible and eligible General Bidders shall be retained until the execution and delivery of the Owner/Contractor Agreement.
- 4.5** General Bids, including the bid deposit, shall be prepared and submitted online at www.Projectdog.com.
- 4.6** Date and time for receipt of bids is set forth in the Advertisement.
- 4.7** Timely delivery of a bid to the location designated shall be the full responsibility of the Bidder.

ARTICLE 5. ALTERNATES

- 5.1** Each General Bidder shall acknowledge Alternates by entering the dollar amount and selecting the "Add" or "Subtract" radio button necessitated by each Alternate listed in the corresponding space on the electronic Bid Form on www.Projectdog.com.
- 5.2** General Bidders shall enter a single amount for each Alternate the amount for work performed by the

General Contractor.

- 5.3 In the event an Alternate does not involve a change in dollar value, the Bidder shall so indicate by typing "0" for the dollar value of that Alternate and by selecting the "Add" radio button in the corresponding space on the electronic Bid Form.
- 5.4 The Low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6. WITHDRAWAL OF BIDS

6.1 Before Opening of Bids

Any bid may be withdrawn (retracted) prior to the time designated for receipt of bids upon clicking the "Retract My E-Bid" link. Upon retracting, the Bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog, Inc. at 978.499.9014 if an email is not received. It is the Bidder's responsibility to review and confirm online that their bid has been Submitted and/or Retracted successfully.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.2 After Opening of Bids

Bidders may withdraw a bid, without penalty, any time up to the time of Award as defined in paragraph 8.1, and upon demonstrating, to the satisfaction of the Housing Authority, that a bona fide clerical error was made during the preparation of the bid. Failure to conclusively demonstrate a bona fide clerical error may result in forfeiture of the bid deposit.

ARTICLE 7. CONTRACT AWARD

- 7.1 Award means both the determination and selection of the lowest, responsible and eligible bidder, by Housing Authority board vote.
- 7.2 The Housing Authority will award the contract to the lowest responsible and eligible bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids in accordance with M.G.L. c.149 §44A.
- 7.3 The award of this Contract is subject to the approval of the Undersecretary of the Commonwealth of Massachusetts, Department of Housing and Community Development (DHCD) or its Designee. Contracts without DHCD approval shall not be considered valid.
- 7.4 The Housing Authority reserves the right to waive any informality in or to reject any or all Bids if it be in the public interest to do so.
- 7.5 As used herein, the term "lowest responsible and eligible bidder" shall mean the General Bidder whose bid is the lowest of those Bidders demonstrably possessing the skill, ability, and integrity necessary for the faithful performance of the work, and who meets the requirements for Bidders set forth in M.G.L. c.149 §44A-J and is not debarred from bidding under M.G.L. c.149 §44C; and who shall certify that they are able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

ARTICLE 8. FORMS REQUIRED FOR CONTRACT APPROVAL

- 8.1 Upon Award, the General Bidder shall complete the following forms to ensure prompt contract validation. These forms will be provided to the selected General Bidder by DHCD.
- 8.2 Submit (3) originals of each of the following:
 - 1. **Owner/Contractor Agreement and Form of Corporate Vote.**
 - 2. **Form of Contractor's Equal Employment Certification** in accordance with Section 00.73.36 of the General Conditions.
 - 3. **Form of Performance Bond and Form (00.61.13) and Form of Payment Bond (00.61.16)** must

be submitted by the General Contractor on DHCD's form, in accordance with the General Conditions. The dates on the bonds must coincide with the contract date, and a current Power-of-Authority must be attached to each bond.

4. **Insurance Certificates for the General Contractor** are required and must be submitted in accordance with the General Conditions.

General Contractors must indicate on Builders Risk insurance Certificate or installation floater if stored materials are covered.

5. **Company Certification of Compliance with EPA Regulation 40 CFR 745** must be submitted before Contract validation.
6. **Statement of Management on Internal Accounting Controls and a Statement prepared by a CPA** expressing an opinion to the state of Management Controls, as required by M.G.L. c.30 §39R. **This applies to all General Contractors with contracts of \$100,000, or more.**

ARTICLE 9. CONTRACT VALIDATION

- 9.1 The Owner-Contractor Agreement shall not be valid until signed by the Undersecretary of DHCD.
- 9.2 The Notice to Proceed for construction shall not be issued until the Owner/Contractor Agreement has been validated by the Undersecretary of DHCD.
- 9.3 Incomplete or unacceptable submissions of forms required by paragraph 8.2 will delay the validation of the Owner/Contractor Agreement by DHCD.

END OF 00.21.50 INSTRUCTIONS TO BIDDERS

Projectdog, Inc

Supplemental Instructions to Bidders for Electronic Bid Projects (E-Bid)

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Sign Up

Every user of Projectdog.com has a unique username and password for their account. **MANDATORY:**
All users must keep usernames and passwords PRIVATE and SECURE. Do not share accounts.

1. Go to www.Projectdog.com.
2. Select the “Sign Up” (Fig 1).
3. Complete all required form fields and press Submit.
An automatic email will be sent to the registered email.
4. Select the confirmation link in the email to complete the registration.

Login

1. Go to www.Projectdog.com.
2. Enter a registered email address and password (Fig 1).
3. Press Login.

Logoff

1. Hover over Home (Fig 2).
2. Select “Logoff”.

Forgotten Password

1. Select “Forgot your password?” (Fig 3).
2. Enter the e-mail address.
3. Select “Send Info”. An automated e-mail will be sent with the password.

Account Information

View and edit user contact information. To change an email address, users must register a new account. Call Projectdog to have the old account removed.

1. Hover over Home (Fig 4).
2. Click “My Information”.
3. Edit information as needed.
4. Click “Save” to finalize edits.

Fig 1

The form contains two input fields: 'Email:' and 'Password:'. Below the fields are two buttons: 'Sign Up' and 'Login'. A link 'Forgot your password?' is located between the buttons. At the bottom, the text 'Customer Support 978-499-9014' is displayed.

Fig 2

The navigation menu features the Projectdog logo on the left. To the right are three links: 'Home', 'Project Central', and 'Company'. Below these links is a section titled 'My Information' with a 'Logout' link.

Fig 3

The form includes 'Email:' and 'Password:' input fields. Below them are three buttons: 'Sign Up', 'Forgot your password?', and 'Login'.

Fig 4

The form is titled 'My Information' and includes a 'Logout' link. It contains a 'Reset my home page' link at the top right. The form fields are organized into two columns: 'First Name' (John), 'Last Name' (Doe), 'Company Name' (AAA Construction), 'Email' (AAA@AAAC.com), 'Address' (33 Plane Street), 'Line 2', 'City' (Atlanta), 'State' (GA), 'ZipCode' (30032), 'Phone' (123-123-1234), 'Fax' (123-123-1235), 'Cell Phone', 'Password', and 'Verify Password'. Below these fields are checkboxes for 'Business Type' (Union, M/WBE) and a list of 'Trade Type' options: Designer - Architect/Engineer/PM/OPM Firms, General Contractor - CM/PM/OPM/Design Build Firms, Contractor, Supplier, Reprographer, News Bulletin, and Other. 'Save' and 'Cancel' buttons are at the bottom.

Project Details

Utilize the search page (Fig 5) or enter a Project Code (Fig 6) to view a project's "Project Details" page (Fig 7).

Fig 5

Fig 6

Fig 7

Acquire Documents

Download all project documents.

1. Click "Acquire Documents" link found on a project's "Project Details" page (Fig 7).
2. Respond to the Legal Notice after reviewing.
3. Click on any file description to open, review, or save a document (Fig 8).

Users are automatically added to the project's "Document Recipients" list to receive update notifications upon viewing any document online.

Fig 8

Section	Description	Type	Size K
Plans	All Plans	PDF	54
	Plans: Cover & Table of Contents	PDF	2665
	Plans: Civil	PDF	3604
	Plans: Demolition	PDF	1238
	Plans: Architectural	PDF	15510
	Plans: Structural	PDF	16185
	Plans: Fire Protection	PDF	993
	Plans: Plumbing	PDF	1576
	Plans: Mechanical	PDF	7411
	Plans: Electrical	PDF	10724
Specifications	CD Bid Set	PDF	65
	Specifications	PDF	10879

Document Recipients

Review all plan holders who have acquired documents.

1. Click "Document Recipients" link found on a project's "Project Details" page (Fig 7).
2. All potential bidders are listed and sorted by company type (Fig 9). Click on a column title to sort alphabetically.

Fig 9

Company	Name	Address	City	State	Zip	Phone	Fax	Type
Frank Smirczynski	Frank Smirczynski	34 Main Street EXT	Plymouth	MA	02360	747-7122	747-7322	Contractor
Joseph Steffano Jr	Joseph Steffano Jr	PO Box 536	East Boston	MA	02128	617-8918	617-567-2152	Contractor
Richard Boynes	Richard Boynes	84 Lake Street	Nashua	NH	03060	293-7531	293-2051	Contractor
Donald Monty	Donald Monty	PO Box 520	Needham	MA	02494	781-8990	781-7182	Contractor (Division 02,)
D.P. Masonry, Inc.	Derek Pacheco	833-D American Legion Highway	Westport	MA	02790	264-9223	264-9221	Contractor (Division 04, 07,)
PCM Construction	John Powers	81 Westford Rd.	Ayer	MA	02451	978-772-7722	978-772-7722	Contractor
Fernandes Masonry, Inc.	Kate Royce	1031 Phillips Road	New Bedford	MA	02740	978-768-6929	978-768-6148	Contractor (Division 05,)
Quinn Brothers of Essex, Inc.	Stephanie Taber	239 Western Avenue	Essex	MA	01929	617-418-6148	617-418-6148	Contractor (Division 09,)
JOSE NASCIMENTO	JOSE NASCIMENTO	175 McClellan Highway	E BOSTON	MA	02128	617-418-6148	617-418-6148	Contractor (Division 09,)

Electronic Bid (E-Bid)

This project is being **Electronically Bid** at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. Go to www.Projectdog.com and Login with an existing account or click [Sign Up](#) to register for free. Enter a project code or search by keyword to access the “Project Details” page. Select “Acquire Documents” to download all bidding documents.

Projectdog

Enter Project Code: GO

Home Project Central Company

Add to my Project Calendar

Project Details

Code: 799090
Project Title: Ebid
Location: Newburyport, MA

Timeline

Plans/ Specifications Available: 05/22/13 10:00 AM
General Bid Deadline: 05/21/13 04:00 PM
Sub Bid Deadline: 06/19/13 04:00 PM
Estimated Cost: Negotiated

Project Owner

Sales Department
Projectdog
18 Graf Road
Suite 8
Newburyport MA US, 01950
Phone: 978-499-9014
Fax: 978-499-9014
Email: sales@projectdog.com

Document Manager

Online Orders
Projectdog
18 Graf Road, Suite 8
Newburyport MA US, 01950
Phone: 978-499-9014
Fax: 978-499-9016
Email: orders@projectdog.com

Contract Information

Project:
Ebid Test Demo for Sales Department.

Additional Information:
THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. The bids are to be prepared and submitted at www.Projectdog.com. Tutorials and instructions on how to complete the electronic bid documents are available online along with all project documentation.

Project Documents

Acquire Documents
Document Recipients

GC E-Bid
Sub E-Bid

How to Submit an E-Bid

Complete and save all required forms as PDF files. Please be sure to sign all required signatures either digitally or manually.

1. Select the **GC E-Bid** or **Sub E-Bid** link located on the “Project Details” page.

Subcontractors select a bidding trade;

General Contractors will not be able to submit an E-Bid until the official sub bid tabulation is released by the Awarding Authority.

2. Answer / enter / upload all required areas. Enter all dollar value amounts as a whole dollar values only.
3. Select “Submit My E-Bid.” Review the submitted bid package via the “View My Bid Package” link.

It's that simple!

Bidding Trades			
Please select trade(s) you are bidding.			
Section#	Description	Status	Bidding
220000	Plumbing	Incomplete	GO
230000	HVAC	Incomplete	GO
260000	Electrical	Incomplete	GO

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Acknowledge Addendum 0, ☐ Yes ☐ No

Bid Price (Whole Dollar)

Form for General Bid (Signature page) Add File -

Bid Bond Add File -

Bidders Reference Form Add File -

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 20 Minutes 20 Seconds.

Save **Submit my E-Bid** Close

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Acknowledge Addendum 0,1, ☒ Yes ☐ No 4/6/2016

Bid Price (Whole Dollar) twenty-five thousand Dollars.

Form for General Bid (Signature page) View File

Bid Bond View File

Bidders Reference Form View File

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 11 Minutes 20 Seconds.

Retract **View My Bid Package** Close

https://www.projectdog.com/UploadAssistGCEBid.aspx?Description=Form%20fc

Form for General Bid Upload Assistant

Form for General Bid

File: No file chosen

Type: PDF ▾

Size:

Add File

Click “Add File” on the E-Bid page to open the Upload Assistant window. Then click “Browse” or “Choose File” to upload a PDF file.

You will not be able to Submit your bid unless all mandatory fields are complete. Please allow yourself sufficient time to upload all information. You will receive an automated email once completed. Please save this for your records.

DHCD 016128 Roof Replacement & Vinyl Siding, Project #811541

Warning: Your Bid is not complete.

Please complete:

- Acknowledge Addendum 0,1,
- Bid Price (Whole Dollar) Invalid, numeric values only.
- Bid Bond
- Bidders Reference Form

Please complete all mandatory areas then Submit your E-Bid.

Acknowledge Addendum 0,1, ☐ Yes ☐ No

Bid Price (Whole Dollar)

Form for General Bid (Signature page)

Bid Bond

Bidders Reference Form

Item 2 Sub-bids as follows:

There are no Sub bids for this project.

Bid Closes in:
0 Days 2 Hours 20 Minutes 20 Seconds.

Warning

E-Bids cannot be submitted unless all areas are complete.

Save before adding files or closing the window or E-Bid data may need to be re-entered.

Projectdog.com server time is set to industry standards at time-a.nist.gov. Bidders are encouraged to update their computer clock.

Bidders may save, submit or modify an Electronic Bid (E-Bid) at any time prior to bid close. Once submitted, a bid cannot be edited. To modify a bid the bidder must retract the bid, make any necessary changes, and then submit the bid again. Upon submitting or retracting the bidder will receive a convenience email for informational purposes only. Bidders are encouraged to contact Projectdog if an email is not received.

It is the bidder’s responsibility to review and confirm online that a bid has been submitted and/or retracted and that the bid is 100% true, complete and accurate. All bidders are required to review their submitted E-Bid via the “[View My Bid Package](#)” link.

If a bid is submitted prior to an addendum being issued the bidder will receive an automated email for informational purposes only stating the bidder must review the addendum, retract the bid, acknowledge all addenda, and submit the bid again. If a bidder fails to acknowledge addenda their bid may be rejected by the Awarding Authority.

Once the bid deadline has closed the E-Bid links are no longer available. All E-Bids are compiled in real time upon bid close and published forthwith on the “Project Details” page titled as “List of Bids Received”. Official bid tabulations are posted at the discretion of the Awarding Authority.

For additional assistance, call Projectdog at (978) 499-9014 (M-F, 9AM-5PM).

FORM FOR GENERAL BID

TO THE AWARDING AUTHORITY

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

HOUSING AUTHORITY in _____

Massachusetts

in accordance with Contract Documents prepared by _____

For the contract price specified below, subject additions and deductions according to the terms of the specifications and shall be complete within ____ consecutive calendar days

B. This bid includes addenda number(s) _____

C. The proposed contract price is:

			Dollars \$	
Bid Amount in Words				Bid Amount in Numbers
For Alternate(s)	No. ____	Add \$ _____	Subtract \$ _____	
	No. ____	Add \$ _____	Subtract \$ _____	
	No. ____	Add \$ _____	Subtract \$ _____	
Each Alternate shall be listed separately				

D. The undersigned agrees that, if selected as general contractor, we 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 performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth 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 provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

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

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 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.

Signature 

Date: _____

Name of General Bidder

BY: _____

Signature & Title of person signing bid

Business Address

(Email and Phone Number)

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of partners if different from business addresses.

BIDDER'S CHECKLIST

THIS CHECK LIST IS NOT PART OF THE FORM FOR BID!

THIS FORM DOES NOT HAVE TO BE SUBMITTED WITH A BID!

To ensure that your bids are acceptable to the awarding authority and DHCD, and are not rejected due to mistakes, we are providing this Checklist for your convenience. It does not have to be included with a bid. If this checklist is submitted it is an informality that will not void the bid.

ALL BIDDERS

- ☐ 1. Have you used the appropriate bid form provided for this specific development?
- ☐ 2. Have you added any information not called for, or acknowledged an addendum or alternate that does not exist, which would make your bid conditional or obscure, and lead to a bid protest
- ☐ 3. Is your Bid Form **SIGNED** and dated?
- ☐ 4. Have you submitted and reviewed your electronic bid package online at www.Projectdog.com?
- 5. **Bid Deposits**
 - ☐ a. 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? Bid deposits in the form of cash, certified check, treasure or cashier's checks are also acceptable forms of bid deposit and must be submitted to the housing authority with a completed [Cash Bid Bond Affidavit](#) form before the time of bidding. In addition, you must also submit the completed Cash Bid Bond Affidavit form with your electronic bid online at www.Projectdog.com.
 - ☐ b. Is it signed by you and the bonding company?
 - ☐ c. Is your bid deposit made payable to the **Housing Authority**? Bid deposits made payable to the city, town, commonwealth, or architect will cause the bid to be rejected.
 - ☐ d. Is your bid deposit at least five (5%) of the largest possible bid amount, considering all alternates? **Passbooks, Letters of Credit, and Deeds to Property are not acceptable as a bid deposit.**
- ☐ 6. Have you acknowledged every alternate if applicable to this project?
- ☐ 7. If an **ALTERNATE** price is requested and you estimate that there is no change in price, did you indicate by typing "0" and selecting the "Add" radio button?

Leaving this space blank, on your general bid form, when alternates are requested, may lead to rejection of your bid.

- ☐ 8. Have you acknowledged all addenda issued, and followed the instructions contained therein?
- ☐ 9. **If the estimated construction cost is over \$100,000 only:**
 - a. Have you attached your current DCAMM Certificate of Eligibility and a **signed** DCAMM Update Statement (Form CQ3) to your bid, and are they completely and accurately filled out?
 - b. Have you **signed** your Update Statement?

This checklist is provided as guidance and assistance to bidders to avoid technical mistakes resulting in rejection of a bid. The full comprehensive instructions are located in section 00.21.50 Instructions to Bidders.

This in no way changes, affects, or supersedes the provisions set-forth in M.G.L. c.149 §44A-J or c.30 §39M or any other sections or provisions contained in the contract documents.

THIS FORM DOES NOT HAVE TO BE SUBMITTED WITH A BID!

BIDDER'S REFERENCE FORM

Provide with Form for Quotes

Bidders Name _____ Phone: () _____

LHA/Project Title: _____ Email: _____

The bidder must provide five (5) business references for projects performed & completed within the past five (5) years. Attach additional pages if necessary.

(1) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(2) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(3) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(4) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

(5) Reference Name: _____ Phone: () _____

Address: _____ Email: _____

Description and date(s) of work: _____

References will be contacted to confirm the bidder's skills, abilities and qualifications to faithfully perform the work as specified. The Authority reserves the right to contact references not listed above. The Bidder will be given the opportunity to explain any unfavorable references received from such outreach.

Contracting Forms

OWNER-CONTRACTOR AGREEMENT

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This agreement made the ____ day of _____ 20__ by and between the _____ Housing Authority
Month City or Town Name of Housing Authority
hereinafter called the "Owner", and _____ hereinafter called the "Contractor".
Name of Contractor

WITNESSETH, THAT THE OWNER AND THE CONTRACTOR, FOR THE CONSIDERATION HEREINUNDER NAMED, AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF WORK:

The Contractor shall perform all Work required by the Contract Documents for

_____ prepared by _____ acting as and
Description of Work Name of Architect or Engineer
referred to in the Contract Documents as the "Architect/Engineer".

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within ____ calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

ARTICLE 3. CONTRACT SUM:

The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

_____ (\$ _____).
Contract Sum in Words Amount in Numbers

ARTICLE 4. THE CONTRACT DOCUMENTS:

The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, DHCD publication known as the Construction Handbook, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 5. ALTERNATES:

The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate(s) _____.

ARTICLE 6. REAP CERTIFICATION:

Pursuant to 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 their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

ARTICLE 7. WORKER DOCUMENTATION CERTIFICATION:

In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it 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 contract period 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.

ARTICLE 8. CONFLICT OF INTEREST:

The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority

ARTICLE 9. VALIDATION:

This Contract will not be valid until signed by the Department of Housing and Community Development.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED UNDER SEAL.

¹CONTRACTOR

²AWARDING AUTHORITY

Name of Contractor

Name of Housing Authority

Address

Address

By _____
Signature

Signature & Seal

Title

Title

Witness _____

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

Attest _____

² If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

Department of Housing & Community Development

In accordance with MGL c.121B, and revisions thereto

Undersecretary or Designee

Date: _____

CERTIFICATE OF CORPORATE VOTE OF AUTHORIZATION

Date: _____ 20____

I hereby certify that a meeting of the Board of Directors of the:

NAME OF CORPORATION

duly called and held at _____ on the ____ day of _____ 20____

at which a quorum was present and acting, it was voted that _____

NAME OF CORPORATE OFFICER

of the _____, be and hereby is authorized to execute and deliver

NAME OF CORPORATION

for and on behalf of the Corporation, a Contract with _____ Housing Authority, for

work to be done at State-Aided Housing Development No. _____ in the City/Town of _____

And to act as principal to execute bonds in connection therewith, which Contract and Bonds were presented to and made part of the records of said meeting.

I further certify that _____ is duly qualified and acting

NAME OF CORPORATE OFFICER

_____ of the Corporation and that said vote has not been repealed,

TITLE

rescinded or amended.

A true copy of the record,

ATTEST: _____

(CORPORATE SEAL)

On this ____ day of _____ 20____, before me, the undersigned Notary Public, personally appeared _____, duly designated by the board of directors and proved to me, through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the foregoing documents, and acknowledged to me that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

Notary Public

My Commission Expires:

BOND NO. _____

PERFORMANCE BOND

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and
_____, as **Surety**,
are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**,
in the sum of _____ dollars (\$ _____)
to be paid to the Obligee, 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 **Obligee**, bearing the date of _____, 20____
for the _____ in _____, Massachusetts.
PROJECT TITLE

NOW, the condition of this obligation is such that if the **Principal** and all Subcontractors under said contract
shall well and truly keep and perform all the undertakings, covenants, agreement, terms and conditions of
said contract on its part to be kept and performed during the original term of said contract and any
extensions thereof that may be granted by the Obligee, with or without notice to the **Surety**, and during
the life and any guarantee required under the contract, and shall also well and truly keep and perform all
the undertakings, covenants, agreements, terms and conditions of any and all duly authorized
modifications, alterations changes or additions to said contract that may hereafter be made, notice to the
Surety of such modifications, alterations, changes or additions being hereby waived, then this obligation
shall become null and void; otherwise, it shall remain in full force and virtue.

IN THE EVENT, that the contract is abandoned by the **Principal**, or in the event that the Obligee, under the
provisions of Article 19 of the General Conditions of said contract terminates the employment of the
Principal or the authority of the **Principal** to continue the work, said **Surety** hereby further agrees that said
Surety shall, if requested in writing by the Obligee, take such action as is necessary to complete said
contract.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 20____

PRINCIPAL _____

SURETY _____

By: _____

SEAL

By: _____

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

BOND NO. _____

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **Principal**, and
_____, as **Surety**,
are held and firmly bound unto the _____ **HOUSING AUTHORITY**, as **Obligee**,
in the sum of _____ dollars (\$ _____)
to be paid to the Obligee, 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 **Obligee**, bearing the date of _____, 20____
for the _____ in _____, Massachusetts.

PROJECT TITLE

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said
contract 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 purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149
§29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and
virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

____ Day of _____ 20____

PRINCIPAL _____

SURETY _____

By: _____

By: _____

SEAL

ATTORNEY-IN FACT

Attest: _____

Attest: _____

The rate for this bond is _____% for the first \$ _____ and _____% for the next \$ _____

The total premium for this bond is \$ _____

Conditions of the Contract

00.72.50
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
Projects \$50,000 – \$150,000

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GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Projects \$50,000 – \$150,000

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, Advertisement, Instructions to Bidders, Bidding Documents, Contract Forms, Conditions of the Contract, Specifications, Drawings, DHCD publication known as the Construction Handbook, all addenda issued prior to execution of the Contract, and other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by all parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE 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.

1.1.5 THE 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 plans, elevations, sections, details, schedules, and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that 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.

1.1.7 THE CONSTRUCTION HANDBOOK

The Construction Handbook is published by and available free of charge, from the Department. It outlines the procedures that the Contractor, Owner, Architect, and Department shall follow during the construction of the Work. The most recent version, at the time of bid opening, of the Construction Handbook is incorporated by reference into the Contract Documents.

1.2 EXECUTION, CORRELATION, AND INTENT

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

1.2.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In case of inconsistent requirements in the Contract Documents, the requirement for the greater quantity or higher quality shall take precedence and shall be the Contract requirement.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 Where reference is made to standards or trade association publications, it shall be considered to refer to the latest edition and revision thereof, if any, in effect on the date the Contract Documents were advertised for bid.

1.3 USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

The Drawings, Specifications and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, the Architect, and the Department.

ARTICLE 2 OWNER

2.1 DEFINITION

The term "Owner", sometimes also referred to as the "Awarding Authority" or "Authority", means the Housing Authority identified in the Owner-Contractor Agreement, organized and existing under the provisions of M.G.L. c.121B.

2.2 INFORMATION AND SERVICES TO BE PROVIDED BY THE OWNER

2.2.1 The Owner will furnish to the Contractor, free of charge, a reasonable number of copies of the Contract Documents for the execution of the Work, including a set for record purposes. In addition, the Owner, through the Architect, will furnish to the Contractor a reproducible transparency and one black line print of detail and clarification drawings issued after the Contract has been awarded. The Contractor shall provide and distribute such number of prints of these transparencies as required for the Contractor's and Subcontractors' use.

2.2.2 The Owner shall furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner by written order signed personally or by its authorized agent, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3.2 Stop work orders require the Administrator's prior approval. (See Subparagraph 3.1.2)

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Architect at the Owner's direction to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, hire one or more contractors to correct such deficiencies.

2.4.2 In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Architect's additional services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 DEPARTMENT

3.1 DEFINITIONS

3.1.1 The term "Department" means the Massachusetts Department of Housing and Community Development, 100 Cambridge St Suite 300, Boston, MA 02114

3.1.2 The term "Administrator" means the person appointed by the Department to administer the terms of the Contract for Financial Assistance between the Owner and the Department, who is also empowered to take certain actions under this Agreement. Contractor should address mail to the Administrator c/o the Construction Management Unit.

3.1.3 The term "Construction Advisor" means the person designated by the Administrator to assist the Administrator. The duties, responsibilities and limitations of the Construction Advisor's authority are described in the Construction Handbook.

3.2 PROJECT FUNDING

The Work under this Contract is funded by the Commonwealth of Massachusetts through the Department pursuant to a contract for financial assistance between the Department and the Owner.

3.3 DEPARTMENT'S RESPONSIBILITIES

3.3.1 The Contractor is advised that various actions taken or decisions made by the Owner and/or the Architect under this Contract, require the prior approval and counter-signature of the Administrator. Those actions or decisions include, but are not limited to, the following:

- .1 Change Orders and Construction Change Directives, whether or not they affect a change in the Contract Sum or in the Contract Time.
- .2 Written orders, notices, and approvals given by the Owner pursuant to the Contract Documents or pursuant to any Laws applicable to this Contract, including approval of the Contractor's payment requests.
- .3 Approval of "or equal" submissions and substitutions pursuant to Subparagraph 4.6.3.
- .4 Stop Work order.
- .5 Certificate of Substantial Completion.
- .6 Final payment.
- .7 Termination of Contract.

3.3.2 In any instance where the Contractor requires clarification as to whose approval is required, the Architect shall provide such clarification.

3.3.3 Work undertaken by the Contractor or a Subcontractor at the Owner's or other person's order without the Administrator's countersignature prior to the start of such work shall be considered unauthorized work and shall not be considered cause for extra payment. The Contractor or Subcontractor shall be responsible for performing, at their own expense, corrective measures required by the Architect due to any failure to obtain the prior approval of the Administrator pursuant to Subparagraph 3.3.1.

3.3.4 The Department and its authorized representatives and agents shall at all times have access to, and be permitted to observe and review all Work, materials, payrolls, records of personnel, conditions of employment, invoices of materials, and other relevant data and records maintained by the Contractor on the Project.

ARTICLE 4 CONTRACTOR

4.1 DEFINITION

The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS & FIELD CONDITIONS BY CONTRACTOR

4.2.1 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner pursuant to Subparagraph 2.2.2 and shall at once report to the Architect errors, inconsistencies, or omissions discovered. The Contractor shall not be liable to the Owner or Architect for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency, or omission and knowingly failed to notify the Architect. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume responsibility for such performance and shall bear the attributable costs for correction.

4.2.2 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 before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Architect at once.

4.2.3 The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved pursuant to Paragraph 4.7.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES, COORDINATION, AND CUTTING AND PATCHING

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

4.3.2 The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, or materialmen engaged upon the Work.

4.3.3 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.

4.3.4 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work.

4.3.5 The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

4.3.6 The Contractor shall do engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades; shall be responsible for maintaining bench marks and other survey marks; and shall replace any bench marks or survey marks which have been disturbed or destroyed.

4.3.7 Unless otherwise required by the Contract Documents, or directed in writing by the Architect, Work shall be done during regular working hours. However, if the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts holidays it shall allow ample time to enable satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Owner shall bill the Contractor directly for such costs.

4.3.8 Work done outside of regular working hours without the consent or knowledge of the Architect shall be subject to additional inspection and testing as directed by the Architect. The cost of this inspection and testing shall be paid by the Contractor whether the Work is found to be acceptable or not.

4.4 SUPERINTENDENT

4.4.1 The Contractor shall employ a Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. The Superintendent shall attend each job meeting.

4.4.2 The Superintendent shall be a competent and responsible employee, satisfactory to the Owner, who is regularly employed by the Contractor and is designated by the Contractor as its representative to be in full time attendance at the Project site throughout the construction of the Work. The Superintendent shall be responsible for coordinating all the Work of the Contractor and the Subcontractors. The Superintendent shall be licensed consistent with the Massachusetts Building Code. The Superintendent's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Superintendent has performed similar duties on previous construction projects similar to the Project.

4.5 LABOR

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, and whenever the Owner shall notify the Contractor, in writing, that any worker is, in its 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 consent of the Owner.

4.6 MATERIALS AND EQUIPMENT

4.6.1 Unless otherwise 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.

4.6.2 Materials and Equipment to be installed as part of the Contract (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.

4.6.3 "OR EQUAL" SUBMISSIONS/SUBSTITUTIONS

4.6.3.1 Except where a product has been specified as a proprietary material, the words "or equal" are understood to follow the name of any maker, vendor, or product specified to be used in the Contract Documents. To determine if the materials or articles proposed by the Contractor are equal to those specified, the Architect shall determine whether the materials or articles proposed are at least equal in quality, durability, appearance, strength and design to the material or articles named or described, and will perform at least equally the functions imposed by the design. See M.G.L. c.30 §39M.

4.6.3.2 The Contractor shall be responsible for providing the Architect with any information and test results the Architect reasonably requires to determine if a material is equal to a material named or described in the Contract Documents.

4.6.3.3 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 and twenty (120) days prior to the date the materials will be used on the Project. In no event shall the Contractor maintain a claim for delays based upon the Architect's review of such substituted materials if the Contractor has failed to comply with the one hundred and twenty (120) days submission requirement.

4.7 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.7.1 Shop Drawings are drawings, diagrams, 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.

4.7.2 Product Data are 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.

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

4.7.4 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. Review by the Architect is subject to the limitations of Subparagraph 4.7.9.

4.7.5 The Contractor shall review, approve, and submit to the Architect 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 Owner or of separate contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action. The Contractor's attention is directed to the provisions of Subparagraph 4.6.3 entitled "Or Equal" Submissions/Substitutions and Specification sections 01.25.13 and 01.33.0.

4.7.6 The Contractor shall prepare and keep current, for the Architect's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule submitted pursuant to Paragraph 9.4, and allows the Architect reasonable time to review submittals.

4.7.7 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 Architect. Such Work shall be in accordance with approved submittals.

4.7.8 By approving and 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, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.7.9 The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Department 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 Architect's actions.

4.7.10 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 Architect on previous submittals.

4.7.11 Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents.

4.7.12 When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4.8 SAMPLES AND TESTS

4.8.1 Materials to be used in the Work may be tested or inspected after reasonable notice by the Architect and may be rejected if they fail the specified tests. Except as otherwise provided in the Contract, all testing of material specifically requested by the Architect will be paid for by the Owner, except that the cost of testing of materials that fail the testing criteria shall be borne by the Contractor. If the Contractor requests permission to use a material that was not specified in the Contract Documents and the Architect requires testing of such material before approving its use, the Contractor shall pay for such testing.

4.8.2 The source of material proposed by the Contractor shall be designated 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 for delays due to testing if it fails to designate the proposed source or to order the material in time to provide for adequate testing and inspection. Necessary arrangements shall be made to permit the Architect 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 of the Work.

4.8.3 The Contractor shall furnish the Architect with samples of the materials it proposes to use in the execution of the work in sufficient time to afford the Architect the opportunity to adequately review and, if necessary, arrange for testing of such materials.

4.9 DELIVERY AND STORAGE OF MATERIALS

4.9.1 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.

4.9.2 Materials stored off-site shall be stored at the expense of the Contractor in a manner that preserves their quality and fitness for the Work. Material shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

4.9.3 If the Contractor requests the Architect's inspection of materials stored off-site, the Contractor shall assume the Architect's reasonable costs for travel, room, and meals associated with such inspection.

4.9.4 Materials stored either at the site or at some other location agreed upon in writing shall be located so as to facilitate prompt inspection and may again be inspected prior to their use in the work.

4.9.5 The Contractor shall take charge of and be liable for any loss of or injury to the materials delivered at or in the vicinity of the place where the Work is being done and shall notify the Architect as soon as any such materials are so delivered and allow them to be examined by the Architect.

4.9.6 Payment for stored materials shall be made in accordance with Paragraph 10.4.

4.10 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

4.11 REJECTION OF DEFECTIVE MATERIALS

The Architect may reject materials if the Architect reasonably determines that such materials do not conform to the Contract Documents. No rejected materials, the defects of which have been subsequently corrected, shall be used in the Work except with the written permission of the Architect. No extra time shall be allowed for completion of the Work due to the rejection of non-conforming materials.

4.12 REJECTION OF DEFECTIVE WORK

The Architect's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected. Unsuitable work may be rejected by the Architect, notwithstanding that such work and materials have been previously overlooked or misjudged by the Architect 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 correct such defect in a manner satisfactory to the Architect, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Architect as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

4.13 MATERIALS ATTACHED OR AFFIXED TO THE WORK

Nothing in this Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or the soil; but all such materials shall, upon being so attached or affixed, become the property of the Owner.

4.14 SALES TAX EXEMPTION AND OTHER TAXES

4.14.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

4.14.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

4.15 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the use and information of the Owner, one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Contract Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples, updated construction schedule, and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work.

4.16 PERMITS, FEES, AND NOTICES

4.16.1 The Contractor shall secure and the Owner shall pay for any and all permits. The Contractor shall secure and pay for all licenses, and other fees required for the proper execution of the Work. The Contractor shall coordinate all efforts required to obtain these permits including having the permit issued in the name of the Contractor.

4.16.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.16.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

4.16.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect and Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

4.17 DEBRIS, CHEMICAL WASTE

4.17.1 The Contractor shall not permit the accumulation of debris, both exterior and interior, and the work area shall at all times be kept satisfactorily clean.

4.17.2 The Contractor shall remove debris from the site of the work and legally dispose of it at any private or public dump that the Contractor may choose. The Contractor shall make all arrangements and obtain any approvals necessary for said disposal from the owners or officials in charge of such dumps and shall bear all cost, including fees resulting from such disposal. Garbage shall be removed daily.

4.17.3 No open fire shall be permitted on site.

4.17.4 Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Project site, and disposed of not less frequently than monthly unless directed otherwise. Disposal of chemical waste shall be in accordance with requirements of the U.S. Environmental Protection Agency (EPA) and the Massachusetts Department of Environmental Protection (DEP). Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded or burned shall be disposed of in accordance with approved procedures meeting all applicable Federal, State and local regulations. In the event of an oil or hazardous materials spill large enough to violate Federal, State, or applicable local regulations, the Architect shall be notified immediately. The Contractor shall be responsible for immediately cleaning up any oil or hazardous waste spills resulting from its operations. Any costs incurred in cleaning up any such spills shall be borne by the Contractor.

4.18 SITE AND WEATHER PROTECTION

4.18.1 The Contractor shall take precaution during the execution of work involving demolition not to disturb or damage any existing structures, landscaping, walks, roads, or other items scheduled to remain. The Contractor shall restore any damaged items to original condition and as directed by the Architect. The Contractor shall provide and erect acceptable barricades, fences, signs, and other traffic devices to protect the work from traffic and the public as reasonably necessary and as required by the Massachusetts Building Code.

4.18.2 The Contractor shall install weather protection and provide adequate heat in the protected area from November 1 to March 31 as required by M.G.L. c.149 §44G.

4.19 ARCHAEOLOGICAL AND HISTORICAL RESOURCES

All items having any apparent historical or archaeological interest which are discovered in the course of any construction activities shall be carefully preserved and reported immediately to the Architect for determination of appropriate actions to be taken.

4.20 SAFETY REQUIREMENTS

4.20.1 The Contractor must comply with all Federal, State, and Local safety laws and regulations of the applicable to work performed under this Contract.

4.20.2 If the Contractor uses or stores toxic or hazardous substances it is subject to 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 must post a Workplace Notice obtainable from the Department of Labor and Workforce Development.

4.20.3 The Contractor must comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Ave., Woburn, MA 01801, 1.888.344.7233. The Contractor must 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 (DEP). This notice must 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 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.

4.20.4 This project is subject to compliance with Public Law 92-596 "Occupational Safety and Health Act of 1970" (OSHA), with respect to all rules and regulations pertaining to construction, U.S. Code Title 29, sections 651 et seq. including Volume 36, numbers 75 and 105, of the Federal Register as amended, and as published by the U.S. Department of Labor.

4.20.5 If this Project requires the containment or removal of asbestos or material containing asbestos, lead or waste containing lead based paint, the Contractor shall ensure that the person or company performing the asbestos or lead related services is licensed pursuant to applicable State laws and regulations.

4.21 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work at all times and shall cooperate with the Owner whenever the Owner invites visitors to the site.

ARTICLE 5 ADMINISTRATION OF THE CONTRACT

5.1 ARCHITECT

The Architect is the person or entity licensed to practice architecture or engineering, who is responsible for performing the duties assigned to the Architect by the Contract Documents.

5.2 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

5.3 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

5.3.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the guaranty period described in Article 11. The Architect will advise and consult with the Owner.

5.3.2 The Architect will regularly visit the site, conduct job meetings, and keep the Owner informed of the progress and quality of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work. The Architect's minutes of meetings shall be the official minutes kept on the Project.

5.3.3 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will submit to the Owner and the Department for their consideration Certificates for Payment in such amounts as the Architect determines appropriate.

5.3.4 The Architect shall reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with Paragraph 4.8.

5.3.5 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking such submittals for conformance with the information given and the design concept expressed in the Contract Documents. This review shall be in accordance with the provisions of Subparagraph 4.6.3 and the procedures described in Section 01300 of the Specifications, and shall not relieve the Contractor from compliance with the requirements of the Contract Documents.

5.3.6 The Architect will prepare Change Orders and Construction Change Directives, and may authorize Minor Changes in the Work as provided in Paragraph 8.1.

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

5.3.8 If the Owner, Architect, and Department agree, the Owner may provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as described in the Construction Handbook and explained at the pre-construction conference.

5.3.9 The Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's written response to such requests will be made within the thirty day time limit prescribed in Paragraph 8.6.3.

5.3.10 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

5.4 PROCEDURES AND PRACTICES

The Department's procedures, forms, and practices which must be employed on the Project are described in the Construction Handbook, and will be explained at the pre-construction conference.

5.5 PRE-CONSTRUCTION CONFERENCE

Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner, Department, and Architect to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.

ARTICLE 6 SUBCONTRACTORS

6.1 DEFINITION

A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site.

ARTICLE 7 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

7.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

7.1.2 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing and coordinating their construction schedules with one another when directed to do so.

7.2 MUTUAL RESPONSIBILITY

7.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

7.2.2 If part of the Contractor's Work depends on proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

7.2.3 The Contractor shall promptly remedy damage caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors

ARTICLE 8 CHANGES IN THE WORK

8.1 CHANGES - DEFINITIONS

8.1.1 All changes in the work, including any increase, decrease, or other equitable adjustment in the Contract Sum or in the time for performing the Contract, shall be authorized in the form of one, or a combination of, the following written instruments: Change Order, Construction Change Directive, or a Minor Change in the Work. The term "equitable adjustment" as used in this paragraph shall include all adjustments to the Contract Sum or time to which the Contractor is entitled pursuant to M.G.L. c.30 §§39N and 39O and such equitable adjustment shall be made in accordance with the provisions of this Article.

8.1.2 A Minor Change is a written order binding on the Owner and Contractor issued by the Architect, with the concurrence of the Construction Advisor, not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. The Contractor shall carry out such written orders promptly.

8.1.3 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Department, Contractor, and Architect, stating their agreement regarding a change in the work, including a change in the Contract Sum or Contract Time.

8.1.4 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner, Architect, and Department, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, or Contract Time, or both. The Owner may, by Construction Change Directive, and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

8.1.5 A Change Order shall be based upon agreement among the Owner, Contractor, Architect, and Department; a Construction Change Directive requires agreement by the Owner, Architect, and the Department, and may or may not be agreed to by the Contractor; an order for a Minor Change in the Work may be issued by the Architect with the concurrence of the Construction Advisor.

8.1.6 Change Orders and Construction Change Directives must be counter-signed by the Administrator in accordance with Subparagraph 3.3.1, to be effective.

8.2 REQUEST FOR A CHANGE IN THE WORK

A change order request shall be in writing and may originate with the Owner, the Department, the Architect, or the Contractor. If such a request would cause a change in the Contract Sum, the Contractor shall promptly submit to the Architect its cost and pricing data for such proposed change. Such data shall be accurate, current and complete at the time of submission and shall be computed in accordance with Subparagraph 8.3.1.

8.3 METHOD FOR DETERMINING AMOUNT OF CHANGE

8.3.1 Changes in the Contract Sum shall be calculated in accordance with one or a combination of the following methods, as determined by the Architect:

- .1** Lump sum basis, provided the lump sum amount shall include the estimated cost of the change, broken down by Items **a** through **i** in the following Subparagraph **.3**.
- .2** Unit price 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, on a not-to-exceed predetermined upset amount determined by the Architect, to be subsequently adjusted on the basis of the Contractor's actual costs based on the following items **a** through **i**:
 - a.** Cost of labor at the rates found elsewhere in this document, including foremen;
 - b.** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - c.** Rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others.
 - d.** A percent of the net increase or decrease of Item **a** to cover Worker's Compensation, F.I.C.A., and unemployment contributions.
 - e.** The percentage for Worker's Compensation in Item **d** above shall not exceed the standard manual rate for the involved trade, as set by the Worker's Compensation Rating and Inspection Bureau of Massachusetts. This rate shall not include any surcharges such as experience modifications and all risk factor adjustment programs, etc.
 - f.** For work performed by the Contractor's own forces, there shall be added an amount of 15% of items **a - d** for overhead, superintendence, and profit.
 - g.** For work performed by any Subcontractor, there shall be added an amount of 15% of the Subcontractor's costs for Items **a - d** for the Subcontractor's overhead, superintendence and profit. The Contractor shall be entitled to an additional 10% mark-up on the total amount of the Subcontractor's price as compensation for assuming full responsibility and supervision for the Subcontractor's work.
 - h.** Actual increases in the premium costs for performance and payment bonds required of the Contractor, provided there will be an appropriate credit for reduced premiums for a credit change order.
 - i.** On any change in the Contract Sum that involves a credit, the amount of the credit will not include an overhead and profit factor, however, the credit will include an amount for item **d**, which shall not be less than 25% of item **a**.

8.3.2 The method provided in Subparagraph 8.3.1, for compensating the Contractor and Subcontractors for changes in the Work, shall be considered to adequately compensate the Contractor and Subcontractors for any and all costs directly, indirectly, or consequentially related to, or caused by, such change in the work.

8.4 WORK PERFORMED UNDER PROTEST

The Contractor shall perform all work as directed by the Architect, and if the Architect determines that certain work for which the Contractor has requested a change order does not represent a change in the Contract, or if the Contractor and the Architect cannot agree to the amount of compensation for a change order, the Contractor shall perform said work under protest and must follow the notice requirements and maintain the records required by Subparagraph 8.7.3.

8.5 STATUTORY CHANGE ORDER PROVISIONS

The Contractor's attention is directed to the Massachusetts General Laws Chapter 30, §§ 39I, 39J, 39N, 39O and 39P, the provisions of which apply to this Contract.

8.6 DIFFERING SITE CONDITIONS, M.G.L. c.30 §39N

8.6.1 If, during the progress of the Work, the Contractor or the Owner 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 Owner may request an appropriate time extension and an equitable adjustment in the Contract Sum 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.

8.6.2 Upon receipt of such a claim from a Contractor, or upon its own initiative, the Owner 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 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 Owner shall upon submission by the Contractor of a properly submitted Change Order request, make an equitable adjustment in the Contract Sum and the Contract shall be modified in writing accordingly.

8.6.3 TIMELY DECISION BY OWNER. M.G.L. c.30 §39P

Whenever this Contract requires the Owner or its Architect to make a decision during construction of the Project, on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, that decision shall be made promptly and, in any event, no later than thirty days after receipt of a written submission for such decision by the Contractor; but if such decision requires extended investigation and study, the Owner or the Architect shall, within thirty days after the receipt of the submission, give the Contractor 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.

8.7 CLAIMS

8.7.1 If the Contractor has any claim or dispute of any nature arising under this Contract, including a claim based on the Owner's failure or refusal to approve a change order request of the Contractor, in full or in part, the Contractor shall submit such claim or dispute to the Architect, in the form of a change order request, for initial review and consideration, subject to further appeal to the Administrator. If the Contractor is not satisfied with the Architect's decision or, if the Architect fails to render a decision within thirty days after receiving written notice of such claim or dispute from the Contractor, the Contractor may file a written request for a decision with the Department pursuant to Subparagraph 8.7.2.

8.7.2 Appeal of an Architect's decision under Subparagraph 8.7.1 must be made directly to the Administrator by certified mail, copy to the Architect and Owner, within twenty-one (21) calendar days after the date on which the party making the appeal receives the Architect's written decision or within twenty-one (21) days after the thirty (30) day non-decision period noted in 8.7.1. Failure to appeal within this period will result in the Architect's decision becoming final and binding upon the Owner and the Contractor.

8.7.3 Pending resolution of the claim or dispute, the Contractor must proceed with the disputed Work, as directed by the Architect. The Contractor must give written notice to the Department and the Architect stating that it is proceeding with the disputed work under protest. Accurate records of the nature and extent of the disputed Work and of the time spent and equipment used on the disputed Work shall be maintained by the superintendent and verified daily by the Project Representative, or the Owner's designee. Failure of the Contractor to maintain such records shall cause the Contractor to forfeit its claim to additional compensation for such disputed work.

8.7.4 Meetings or administrative conferences held by the Department to review the basis of the claim or dispute are conducted in accordance with the procedure described in the Construction Handbook. Such conferences are not subject to the State Administrative Procedures Act.

8.7.5 At the conclusion of these proceedings, the Department shall issue a written decision which shall be final under the Contract. The matter may then be appealed to a court of competent jurisdiction.

8.7.6 Requests for administrative conferences by subcontractors must be made by the Contractor; subcontractors cannot make such requests directly.

ARTICLE 9 TIME, SCHEDULES, AND COMPLETION

9.1 DEFINITIONS

9.1.1 Unless otherwise provided, Contract Time is the period of time, as extended by approved Change Order, allotted in the Contract Documents for Substantial Completion of the Work.

9.1.2 The date of commencement of the Work is the date established in the Notice to Proceed from the Owner. The commencement date shall not be postponed by the failure to act by the Contractor or by persons or entities for whom the Contractor is responsible.

9.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Subparagraph 9.6.7.

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

9.2. PROGRESS AND COMPLETION

9.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

9.2.2 The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

9.3 DELAYS AND EXTENSIONS OF TIME

9.3.1 The Contractor shall be entitled to an extension of time for completion of the Work because of;

- .1 acts of God;
- .2 labor disputes;
- .3 abnormal weather conditions; or
- .4 acts of neglect of the Owner, Architect, or Department as described in Subparagraph 8.6.3.

9.3.1.5 Except in unusual circumstances, delays caused by suppliers, Subcontractors and sub-subcontractors shall be considered to be within the control of the Contractor.

9.3.1.6 Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefor and request an extension of time at the time the alleged delay occurs, as provided in this Article and Article 8.

9.3.1.7 Failure to notify the Architect of any delay as provided in this Article shall preclude the Contractor from subsequently claiming any damages due to said delay.

9.3.1.8 Requests for extensions of time shall be submitted as a change order request to the Architect under Article 8 for the Owner's consideration.

9.3.2 CONTRACTOR'S LIABILITY FOR DELAYS

The Contractor shall be liable for, and shall pay, to the Owner, all of the Owner's Project related costs incurred after the time stipulated for Substantial Completion, as extended by Change Order. Such costs shall include: fees paid to the Architect as extra services for inspection services and administration of the Contract, at the rate stipulated in the Contract for Architectural Services between the Owner and the Architect; the costs of the Project Representative at the current salary rate; lost rental income based on the average rent collected by the Owner, and/or increased rental subsidies and any other direct expenses. The Owner may retain from moneys otherwise due the Contractor whatever sums accrue to the Owner pursuant to this provision. The Contractor shall not be liable for costs for delay in performance for any period for which an extension of the Contract Time has been granted pursuant to the provisions of Subparagraph 9.3.

9.3.3 OWNER DELAYS

9.3.3.1 The Owner may delay the commencement of the Work, or any part thereof, due to unforeseen circumstances or conditions which have a bearing on the Work required under this Contract or for any other reason if it is deemed to be in the best interest of the Owner to do so. Except as expressly provided in the following Subparagraphs 9.3.3.2, 9.3.3.3, and 9.3.3.4, the Contractor shall have no claim for additional compensation on account of such delay, but shall be entitled to an extension of Contract Time as determined reasonable by the Architect.

9.3.3.2 The Contractor and the Owner agree that the following Subparagraphs provide the Contractor with the right to request additional compensation for Owner caused delays only in the following two circumstances:

- .1 When the Owner provides the Contractor with a written order to suspend or delay the Work, or a portion thereof, for a period of fifteen days or more.
- .2 When the Owner or its Architect fails to make a decision within the thirty day period described in Subparagraph 8.6.3 and such failure delays the Work, or a portion thereof, for fifteen days or more.

9.3.3.3 The Owner may, for its convenience, order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine appropriate, provided however, that if there is a suspension, delay, or interruption for fifteen days or more, or there is a failure of the Owner to act within the time specified in this Contract, the Owner shall make an adjustment in the Contract Sum for any increase in the cost of performance of this Contract, but shall not include any profit to the Contractor on account of such increase; and provided further, that the Owner shall not make any adjustment in the Contract Sum 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 Sum under any other Contract provisions. M.G.L. c.30 §390 (a).

9.3.3.4 The Contractor must submit the amount of a claim under Subparagraph 9.3.3.3 to the Owner 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 Owner shall not approve any costs in the claim incurred more than twenty days before the Contractor notified the Owner in writing of the act or failure to act involved in the claim. M.G.L. c.30 §390 (b).

9.3.3.5 The Owner and the Contractor agree that the preceding Subparagraph 9.3.3.4 places a burden on the Contractor to inform the Owner, whenever the Contractor considers that an action or inaction of the Owner or its Architect could result or has resulted in a delay in the Project, thereby providing the Owner with the opportunity to take action to avoid or lessen the time extensions or damages that might be associated with such action or inaction.

9.3.3.6 The Contractor must file any claim for additional compensation made pursuant to Subparagraph 9.3.3.4 as a Change Order request. The amount of any such claim shall be calculated only in accordance with the provisions of Subparagraph 8.3.1.3 items a through i, and shall be subject to the provisions of Subparagraph 8.3.2.

9.4 CONSTRUCTION AND PAYMENT SCHEDULES

9.4.1 Prior to commencement of the Work the Contractor shall submit to the Architect a construction schedule in bar graph form, satisfactory to the Architect, showing in detail the proposed progress for the construction of the various parts of the Work, the proposed times for receiving materials required, and the interrelationship between the various construction operations and the percentage of completion and the dollar value of the completed work on the first day of each month for each section of the specifications and the entire Work. Submission of said schedule shall be a condition precedent to approval of the Contractor's first application for payment.

9.4.2 At the end of each month, or more often if required, the Contractor shall furnish the Architect an updated schedule showing actual progress of the various parts of the Work in comparison with the originally proposed progress and payment schedules. If the

Architect raises any objections to progress or payment schedules submitted by the Contractor, the Contractor shall immediately address and resolve such objections to the reasonable satisfaction of the Architect.

9.4.3 If the Contractor submits a construction schedule that anticipates Substantial Completion before the date established in the Owner's Notice to Proceed, the Contractor shall have no claim for additional compensation on account of any delays that prevent Substantial Completion before the date set in said Owner's Notice to Proceed.

9.5 USE AND OCCUPANCY

9.5.1 Prior to the date of Substantial Completion of the entire Project stipulated in the Notice to Proceed, the Owner shall have the right, from time to time, to occupy and use any portion of the Project as the Work in connection therewith is substantially completed, provided such use and occupancy does not unduly interfere with the Contractor's operations.

9.5.2 The Architect will, prior to any such use and occupancy, give written notice to the Contractor, indicating the areas intended to be occupied and used, and the intended commencement date of such use and occupancy. Occupancy and use shall not commence prior to a time mutually agreed to by the Owner and the Contractor.

9.5.3 Upon receipt of such notice of intent, the Contractor shall promptly secure and submit to the Architect endorsement from the insurance carrier permitting use and occupancy of the Work, or any designated portion thereof, by the Owner prior to Substantial Completion of the entire Project. The Contractor shall be permitted to cancel its special perils insurance for that portion of the Project used and/or occupied by the Owner.

9.5.4 Partial or entire use and occupancy by the Owner shall not constitute an acceptance of Work not completed in accordance with the Contract Documents nor relieve the Contractor from the obligation of performing any Work required by the Contract but not completed at the time of use and occupancy. Before such use and occupancy, the Architect will give the Contractor a list of items to be completed prior to Final Completion occurring in the areas to be occupied.

9.5.5 The Contractor shall be relieved of all maintenance costs of the portion of the Project occupied under the provisions of this Article.

9.5.6 The Contractor shall not be responsible for wear and tear or damage resulting solely from such use and occupancy.

9.5.7 The Contract Sum will be adjusted by mutually acceptable arrangements between the Owner and the Contractor with respect to heat, electricity, and water furnished by the Contractor to the portion of the Work so occupied.

9.5.8 When any portion of the building is in condition to receive fittings, appliances, furniture, or other property to be furnished and installed by the Owner under separate contracts, the Contractor shall allow the Owner to bring such items into the building and shall provide all reasonable facilities and protection therefor.

9.6 SUBSTANTIAL COMPLETION

9.6.1 Substantial Completion is the stage in the progress of the Work when, in the opinion of the Architect, the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

9.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.6.3 Upon receipt of the Contractor's list of items to be completed or corrected, the Architect will promptly make a thorough inspection and prepare a "punch list", setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or are incomplete.

9.6.4 If, after receipt of the Contractor's list, the Architect determines that the Work is not substantially complete, the Architect shall inform the Contractor of those items that must be completed before the Architect will prepare a punch list. Upon completion of those items, the Contractor shall again request the Architect to prepare the punch list.

9.6.5 When the punch list has been prepared, the Contractor will arrange a meeting with the Architect to identify and explain all punch list items and address questions on the work which must be done before final acceptance.

9.6.6 The Architect may revise the punch list, from time to time, to ensure that all items of the Work are properly completed.

9.6.7 The Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate within the provisions of Subparagraph 9.7.2.

9.6.8 Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate and shall be subject to the approval of the Department.

9.7 FINAL COMPLETION

9.7.1 After the Architect has certified that the Work is substantially complete, the Contractor shall immediately proceed to complete all the remaining items of Work as determined by the Architect, including items authorized by Change Orders, Construction Change Directives, or items disputed by the Contractor.

9.7.2 The Contractor shall complete all the remaining items of Work described in Subparagraph 9.7.1, as soon as possible, and in any event within one hundred and twenty days after Substantial Completion, unless the Architect determines that a shorter time period for

completion is appropriate, in which event the Contractor must complete the Contract work within such period. The Architect may extend such one hundred and twenty day period if the Architect determines that such extension is justified.

9.7.3 If the Contractor fails to complete the remaining items of Work within the time period provided in Subparagraph 9.7.2, the Owner may arrange for other contractors to complete such items and the direct and indirect costs of such completion shall be charged against the balance due the Contractor or, if no such balance remains, the Contractor shall pay the Owner the costs of such completion.

9.7.4 As an alternative to the procedure described in Subparagraph 9.7.3, the Owner may invoke the performance bond of the Contractor and demand that the surety shall complete the remaining items of work in a timely manner.

9.7.5 The Architect will conduct up to three (3) inspections of completed punchlist items. The Contractor shall be responsible for the costs of additional inspections required to verify successful completion of the punchlist.

ARTICLE 10 PAYMENTS

10.1 CONTRACT SUM

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

10.2 SCHEDULE OF VALUES

10.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

10.2.2 The schedule of values shall contain a separate item for each Section of the Specifications broken down in such form as the Architect may require. Each item in the schedule of values shall include its proper share of overhead and profit.

10.3 APPLICATIONS FOR PAYMENT

Once each month, on a date established at the beginning of the Work, the Contractor shall deliver to the Architect by hand or by registered or certified mail with return receipt, an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Architect may require, and reflecting retainage as provided in Subparagraph 10.6.1. Such Application for Payment shall be submitted on a form available from the Department, (a copy can be found in the Construction Handbook). The form shall show separately:

- .1 The value of labor and materials incorporated in the Work.
- .2 The value, kind, and quantity of each item of material or equipment not incorporated in the Work but delivered and suitably stored at the site, during the current pay period.
- .3 The value, kind, and quantity of each item of material or equipment not incorporated in the Work but suitably stored at some other location agreed upon in writing, during the current pay period.
- .4 All Change Orders approved up to the date of the Application for Payment.
- .5 The amounts approved for payment for each item on previous applications.

10.4 PAYMENT FOR STORED MATERIALS

10.4.1 The Contractor shall include in such Application for Payment only such materials as are incorporated in the Work. Except however, the Contractor may include the value of materials or equipment delivered at the site of the Work (or at some location agreed to in writing) upon delivery to the Owner of:

- .1 an acceptable Transfer of Title (see the Construction Handbook); and
- .2 receipted invoices or other acceptable proof of prior payment by the Contractor for such materials; and
- .3 a stored materials insurance binder (see subparagraph 16.5.2) that covers the materials for which payment is requested, that names the Owner and the Department as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work.

10.4.2 This material(s) or equipment must, in the judgment of the Architect:

- .1 meet the requirements of the Contract, including prior shop drawing, product data, and sample approval; and
- .2 be ready for use; and
- .3 be properly stored by the Contractor and adequately protected until incorporated into the Work.

10.4.3 Failure to comply with subparagraphs 10.4.1 and 10.4.2 may result in Certificates being changed in accordance with M.G.L. c.30 §39K.

10.5 CERTIFICATES FOR PAYMENT

10.5.1 The Architect shall mark the date of receipt on the Contractor's Application for Payment. The Architect will, within seven days after receipt of the Contractor's Application for Payment either,

- .1 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or
- .2 return the application to the Contractor if it is not in proper form or contains computations not arithmetically correct; or
- .3 make changes to the application as provided in subparagraph 10.5.3.

10.5.2 The Architect shall notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in subparagraphs 10.6.1.2 and 10.6.1.3.

10.5.3 The Owner may make changes in any Application for Payment submitted by the Contractor in accordance with M.G.L. c.30 §39K, and the payment due on said Application for Payment shall be computed in accordance with the changes so made. The provisions of said Section 39K shall govern payments pursuant to Applications for Payment on which the Owner has made changes.

10.5.4 No certificate for payment nor any progress payment shall constitute acceptance of Work not in accordance with the Contract Documents.

10.6 STATUTORY PAYMENT PROVISIONS

10.6.1 After the Architect has issued a Certificate for Payment the Owner shall make payment to the Contractor in accordance with M.G.L. c.30 §39K which provides as follows:

- 1** Within 30 days after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner 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 Owner, 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 39F, and less (3) a retention not exceeding five percent (5%) of the approved amount of the periodic payment.
- 2** After the receipt of a periodic estimate requesting final payment and within 65 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 Owner, less than one percent (1%) of the original Contract Sum, or (b) the Contractor substantially completes the Work and the Owner takes possession for occupancy, whichever occurs first, the Owner 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 less (2) a retention for direct payments to Subcontractors based on demands for same in accordance with the provisions of Section 39F, 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 39F.
- 3** If the Owner 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 forty-five days after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner 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.

10.7 FINAL PAYMENT

10.7.1 Upon completion of the Work, the Contractor shall be entitled to payment of the Contract balance, in accordance with Subparagraph 10.6.1.2 and per the process described in Division 1 of the Specifications.

10.7.2 The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner, Department, and the Architect from all claims and liability related to this Contract.

10.8 PAYMENT LIABILITIES OF CONTRACTOR

10.8.1 The Contractor shall be responsible to the Owner for all expenses, losses, and damages incurred in consequence of any defect, omission, or mistake of the Contractor or any of its employees, Subcontractors, or suppliers.

10.8.2 The Owner may retain any moneys which would otherwise be payable under this Contract and apply the same, or so much as may be necessary therefor, to the payment of any expenses, losses, or damages incurred by the Owner as a direct result of the Contractor's failure to perform its obligations hereunder.

ARTICLE 11 GUARANTEES AND WARRANTIES

11.1 GENERAL GUARANTY

11.1.1 If at any time during the period of one (1) year from the date of Substantial Completion as defined in Paragraph 9.6, any part of the Work shall, in the reasonable determination of the Architect or Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement.

11.1.2 If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same.

11.1.3 The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements.

11.1.4 During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items.

11.1.5 This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

11.2 SPECIAL GUARANTEES AND WARRANTIES

11.2.1 Guarantees and warranties required in the various sections of the Specifications must be delivered to the Architect 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.

11.2.2 The failure to deliver a required guarantee or warranty shall constitute a failure to fully complete the Work in accordance with the Contract Documents.

11.2.3 The Contractor's obligation to correct Work as set forth in Paragraph 4.12 is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

ARTICLE 12

MISCELLANEOUS LEGAL REQUIREMENTS

12.1 GENERAL

The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used or employed in the work, or in any way affecting the conduct of the Work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Contract Work. All provisions of law that apply to this Contract are hereby made a part of this Contract. If any discrepancy or inconsistency is discovered in the Contract Documents in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Owner in writing.

12.1.1 The Contractor shall cause all of its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees.

12.2 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.

12.3 VETERANS PREFERENCE

In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the construction of public works in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c.4 §7 (34), and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States.

12.4 PREVAILING WAGE RATES

The Director of the Department of Labor and Workforce Development has established the Schedule found in Division One of the Specifications, listing the prevailing minimum wage rates that must be paid to all workers employed on the Contract. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Contract throughout the term of the Contract. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to employees on the Contract exceeds the rates listed on the Schedule. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Project site during the term of the Contract. (See M.G.L. c.149 §26-27H.) 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).

12.5 VEHICLE AND EQUIPMENT 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 this Project, 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).

12.6 EIGHT HOUR DAY AND LODGING

12.6.1 No laborer, workman, mechanic, foreman or inspector working in the employment 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 any more than eight hours in any one day, or more than 48 hours in any one week, or more than six days in any one week, except in cases of emergency.

12.6.2 Every employee on the Work shall lodge, board, and trade where and with whom he/she elects, and the Contractor and any Subcontractor shall not directly or indirectly require, as a condition of employment, that an employee lodge, board, or trade at a particular place or with a particular person.

12.7 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 526, Order regarding Non-Discrimination, Diversity, Equal Opportunity, and Affirmative Action; pertaining to minority and women owned business enterprises; Executive Order 527 establishing the Office of Access and Opportunity and Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, regulations and any amendments are incorporated herein by reference and made a part of this Contract.

12.8 LEAD BASED PAINT NOTIFICATION

The Contractor shall comply with EPA 40 CFR 745 Subpart E "Residential Property Renovation" for pre-1978 residential properties regarding Owner and Tenant notification using the Pre-Renovation Form for unit work and/or the Renovation Notice for Tenants in Common Areas of Multi-family Housing for common/exterior work and the distribution of the EPA pamphlet Renovate Right: Important Lead Hazard Information

for Families, Child Care Providers and Schools prior to renovation activities where more than 2 square feet of painted surfaces per room are disturbed for interior activities or greater than 10 square feet of painted surfaces are disturbed for exterior activities. This applies to work areas that are known to contain lead-based paint (greater than or equal to 1.0 mg/cm² lead via XRF, a "positive" result using sodium sulfide, or 0.5% lead via laboratory analysis) and to work areas that do not have data regarding the lead concentration in the paint.

12.9 CONFLICT OF INTEREST.

The Contractor covenants, that (1) presently, there is no financial interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which would violate M.G.L. c.268A, as amended; (2) in the performance of this Contract, no person having any such interest shall be employed by the Contractor or engaged as a subcontractor by the contractor; and (3) no partner or employee of the firm is related by blood or marriage to any Board Member or employee of the Awarding Authority.

ARTICLE 13 - NOT USED

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

14.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, or sex. 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.

14.2 The Contractor must provide information as is necessary, in the judgment of the Owner or the Department, to ascertain compliance with the terms of Specification Section 00.73.36.

ARTICLE 15

MINORITY OR WOMAN OWNED ENTERPRISES SUPPLIER DIVERSITY PROGRAM

ARTICLE 15 - NOT USED

ARTICLE 16

INSURANCE

16.1 INSURANCE REQUIREMENTS

16.1.1 The Contractor shall take out and maintain insurance coverage as listed in subparagraphs 16.2 - 16.8 with respect to the operations as well as the completed operations for two years after substantial completion 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.

16.1.2 All policies shall be issued by companies authorized to write that type of insurance under the laws of this Commonwealth of Massachusetts.

16.2 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

16.2.1 Contractor shall provide to the Owner the "Commercial General Liability" policy form CG0001, or the exact equivalent with respect to the operations performed by any employee, Subcontractor, or supplier with limits of no less than:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000 per project
Products-Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Damages to Premises Rented by You	\$50,000
Not Specified Medical Expenses	\$5,000
Umbrella coverage:	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Products-Completed Operations Aggregate	\$5,000,000

16.2.2 The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion as defined in subparagraph 9.6.1.

16.2.3 POLLUTION/ABATEMENT CONTRACTORS

This Policy shall:

- .1 be written on a "true" occurrence basis without any "sunset" clause;
- .2 have the pollution exclusion amended to add back coverage for all pollution claims;
- .3 include separate products and completed operations coverage, which shall be maintained for (2) years after Substantial Completion, as defined by G.L 30 §39G; and
- .4 provide the following limits of insurance:

Each occurrence	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Damage to Premises Rented by You	\$50,000
Medical Expense	\$5,000

16.3 AUTOMOBILE LIABILITY

Contractor shall provide automobile liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA0001, or the exact equivalent. If contractor owns no vehicles, this requirement may be met through a non-owned endorsement to the Commercial General

Liability: Bodily Injury	\$1,000,000. each person \$1,000,000 each accident
Property Damage	\$ 1,000,000. each accident or \$1,000,000 Combined Single Limit

16.4 WORKER'S COMPENSATION

Workers' Compensation:	Coverage A	Per G.L. c149 §34 and c152, as amended.
Employer's liability:	Coverage B	\$500,000 Bodily Injury by Accident each accident \$500,000 Bodily Injury by Disease each employee \$500,000 Bodily Injury by Disease policy limit

16.5 PROPERTY COVERAGE

16.5.1 Provide Builder's Risk (Special Perils) coverage against loss or damage by fire and against loss or damage covered by the special perils insurance endorsement on all work included in this contract in an amount equal to at least 80% of Contract Amount.

16.5.2 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, for the requirements set forth in Subparagraph 16.5.

16.5.3 This policy and/or installation floater shall indicate if Stored Materials coverage is provided as required by Paragraph 10.4.

16.5.4 The policy or policies shall specifically state that they are for the benefit of and payable to the Owner, the Department, the Contractor, and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear

16.5.5 The Builder's Risk (Special Perils) coverage shall include any costs for work performed by the Architect or any consultant as the result of a loss experienced during the life of this contract.

16.6 OWNER AS ADDITIONAL INSURED

The Owner and Department shall be named as additional insureds on the Contractor's Commercial Liability Policies. Additional insured coverage for the Commercial General Liability policy should apply to both ongoing and completed operations with endorsements at least as broad as forms CG2010 0413, CG2038 0423 and CG2037 0412. Coverage should apply on a primary and non-contributory basis.

16.7 CERTIFICATES OF INSURANCE, POLICIES

16.7.1 Certificates of insurance, acceptable to the Owner, shall be submitted to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that the contractual liability coverage, and Owner's and Contractor's Protective Liability coverage is in force, as well as the deletions of the XCU exclusions.

16.7.2 The Contractor shall file the original and one certified copy of all policies with the Owner and one with the Department within sixty days after Contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

16.8 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice

ARTICLE 17 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting from or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Architect, the Owner, the Department and their officers and agents from all claims relating to: labor performed or furnished and materials used or employed for the Work; inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; injuries to any person or corporation received or sustained by or from the Contractor and any employees, and Subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and any act, omission, or neglect of the Contractor and any employees.

ARTICLE 18 PERFORMANCE AND PAYMENT BONDS

18.1 CONTRACTOR BONDS

18.1.1 The Contractor shall provide the Owner with performance and payment (labor and materials) bonds in the form provided by the Department, executed by a surety licensed by the Commonwealth's Division of Insurance. Each such bond shall be in the amount of the Contract Sum.

18.1.2 If at any time prior to final payment to the Contractor, the Surety:

- .1 is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
- .2 has liquidated all assets and 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;

the Contractor shall, within 21 days of any such action listed above, provide the Owner with new performance and payment bonds as described in Paragraph 18.1.1. Such bonds shall be provided solely at the Contractor's expense.

ARTICLE 19 TERMINATION

19.1 TERMINATION FOR CAUSE

19.1.1 The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:

- .1 The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
- .2 A receiver has been appointed of the Contractor's property;
- .3 All or a part of the Work has been abandoned;
- .4 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 provided in the Contract;
- .5 The Architect has determined that the rate of progress required on the project is not being met, or
- .6 The Contractor has substantially violated any provisions of this Contract. **19.1.2** In the event of such termination, the Owner may hold the Contractor and its sureties liable in damages as for a breach of contract, or the Owner may 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.

19.1.3 The Owner may complete the work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor.

19.1.4 The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. 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 Project site after the Owner has no further use for them.

19.1.5 The Owner may, at its option, require the surety or sureties to complete the Contract.

19.2 TERMINATION LIABILITIES

19.2.1 All expenses charged under Paragraph 19.1 shall be deducted and paid by the Owner out of any moneys then due or to become due the Contractor under this Contract; and in such accounting the Owner shall not be held to obtain the lowest figures, by competitive bid or otherwise, for the completion of the Work or any part thereof.

19.2.2 All sums actually paid by the Owner to complete the Work shall be charged to the Contractor. In case the expenses charged are less than the sum which 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.

19.2.3 Expenses incurred under subparagraph 19.1 shall also include, but not be limited to, costs for Architectural extra services and Project Representative services required, in the opinion of the Owner, to successfully inspect and administer the construction contract through final completion, as described in Paragraph 9.7.

19.3 TERMINATION - NO FAULT

19.3.1 In the event that this Contract is terminated by the Owner, and termination is not based on a reason listed in Paragraph 19.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of demobilization, calculated on a percent completion basis as provided in Article 10, covering the period of time between the last periodic payment and the date of termination.

19.3.2 Payment by the Owner pursuant to Subparagraph 19.3.1 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, including any claims for lost profits.

19.4 ADMINISTRATOR'S APPROVAL

Termination of the Contract requires the prior approval of the Administrator.

Equal Employment Opportunity (EEO)

SECTION 00.73.36

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

1. DEFINITIONS

For purposes of this Section 00.73.36, the following additional definitions shall apply:

- A.** "Minority" means a person who meets one or more of the following definitions:
 - (1.)** American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
 - (2.)** Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but Not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
 - (3.)** Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
 - (4.)** Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
 - (5.)** Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.
- B.** "Commission" or "MCAD" means the Massachusetts Commission Against Discrimination.
- C.** "E.E.O. Officer" or Equal Employment Opportunity Officer means those persons designated by the Contractor, the Owner, or any other agency or party having jurisdiction under this contract, that serve in a capacity to implement this Section.

2. CONDITIONS

- A.** The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, or sex. 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.
- B.** The Contractor shall post notices provided by the Commission, in conspicuous places, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- C.** 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, handicap, 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 or sex.
- D.** The Contractor shall not discriminate on grounds of race, color, religious creed, national origin, age, or sex in employment practices, in the selection or retention of Subcontractors, or in the procurement of materials and rentals of equipment.
- E.** The Commission and a designee of the Owner shall have access to the construction site and all applicable records of the Contractor and Subcontractors.
- F.** The Contractor's EEO Certificate must be signed by the low general and all filed sub-bidders as a condition of Contract validation by the Department.

3. MINORITY GOAL MINIMUM MINORITY PERCENTAGES

- A. Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein

The participation goals for this project shall be 15.3% for minorities and 6.9% for women.

- B. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.
- C. Such job categories shall include but not be limited to those "Classes of Work" enumerated in M.G.L. c.149 §44F and for trades covered by Item 1 of the Contractor's bid.
- D. These percentages shall apply to the Contractor and to all Subcontractors, regardless of tier, for all on-site Work.

4. REFERRALS

- A. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals from a multi-employer affirmative action program approved by the Department or the Commission; and traditional referral methods utilized by the construction industry, where such referrals are needed to meet minority hiring requirements. The Contractor shall keep accurate records of such requests for referrals.
- B. Records of employment referral orders, prepared by the Contractor, shall be made available to the Owner and to the Department upon request.

5. EEO WORK FORCE REPORTING PROCEDURES

- A. The Contractor shall provide the following information to the Owner on copies of the forms found at the end of this Section.

(1.) Weekly Manpower Reports 00.73.36.04: The Contractor shall prepare a report after each week of activity, reflecting the actual working hours of all personnel identified as minority or non-minority.

- (a) This report shall be received by the Owner no later than the Friday following the week reported.
- (b) Failure to provide information shall result in sanctions as provided in this section.

6. COMPLIANCE - REPORTS AND INFORMATION

- A. The Contractor shall provide all information and reports required by the Owner or the Department and will permit access to its facilities and to any books, records, accounts and other sources of information which may be determined by the Owner or the Department to affect the employment of personnel. 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 Owner or the Department as appropriate and shall set forth what efforts have been made to obtain the information.

7. COMPLIANCE - INVESTIGATIONS

- A.** Whenever the Owner's EEO Officer, the MCAD, or the Department believes the Contractor may not be operating in compliance with the terms of these requirements, the Department shall conduct an investigation, and may confer with the parties, to verify such allegations. The Department shall not initiate an investigation without prior notice to the Contractor.
- B.** If the Department finds the Contractor in non-compliance, it shall make a preliminary report, and notify the Contractor in writing of the steps necessary to bring such Contractor into compliance. A copy of this report shall be sent to the Department's Affirmative Action Officer.

8. COMPLIANCE - DEPARTMENT - AFFIRMATIVE ACTION INVESTIGATION

- A.** If the Contractor fails or refuses to fully perform the steps necessary to achieve compliance, the Department shall make a report of non-compliance to the Department's Affirmative Action Officer, who will then conduct an investigation.
- B.** Should the Department's Affirmative Action Officer find the Contractor in non-compliance a final report recommending the imposition of one or more of the sanctions listed below shall be issued.
- C.** Within fifteen (15) days of said report the Department shall, after due notice and giving the Contractor an opportunity to respond, move to impose one or more of the following sanctions to attain compliance.
- D.** If the Department's Affirmative Action Office believes the Contractor has taken or is taking every possible measure to achieve compliance, a report shall show the Contractor is in compliance.

9. SANCTIONS

- A.** For each week that the Contractor fails or refuses to comply, the Department may recover from the Contractor, 1/100 of 1% of the original Contract Sum or \$1000 whichever sum is greater, in the nature of liquidated damages.
- B.** If a Subcontractor is in non-compliance, the Department may recover from the Contractor, 1/10 of 1% of the Subcontract Sum, or \$400 whichever sum is greater, in the nature of liquidated damages, to be assessed by the Contractor as a back charge against the Subcontractor for each week that Subcontractor fails or refuses to comply.
- C.** The Owner may suspend part or all of any payment due under the contract until such time as the Contractor or any Subcontractor is able to demonstrate compliance with the terms of the Contract;
- D.** The Owner may terminate, or cancel part or all of the Contract, in accordance with the provisions of Article 19 of the General Conditions, unless the Contractor or any Subcontractor is able to demonstrate, within a specified time, compliance with the terms of the Contract.
- E.** The Contractor may request the Department and Owner to suspend the sanctions conditionally. Whereupon the Department shall investigate corrective measures taken by the Contractor and shall either lift or re-impose the sanctions.

10. SEVERABILITY

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

END OF EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
00.73.36

FORM OF CONTRACTOR'S EQUAL EMPLOYMENT CERTIFICATION

Commonwealth of Massachusetts
Department of Housing and Community Development

This form must be completed and submitted by the Contractor prior to the signing of the Owner-Contractor Agreement.

This certifies that:

Contractor

Street Address

City/State/Zip Code

1. Intends to use the following listed construction trades in the work under this contract:

2. Will comply with the minority manpower ratio and specific affirmative action steps contained in Section 00.73.36 of this Contract; and
3. Will obtain similar certifications from each of its subcontractors and submit to the Owner prior to the award of any subcontract under this contract the subcontractor's certification.

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR

NAME AND TITLE

DATE



Massachusetts Department of
Housing and Community Development



EEO CONTRACTOR'S WEEKLY MANPOWER REPORT

General Contractor: _____ Housing Authority _____ Development No. _____ Contract Amount \$ _____
Minority Participation Goal **15.3%** Women Participation Goal **6.9%**

Name of Contractor Filing Report: _____ Trade(s): _____
Week Ending: _____ Report No.: _____ ☐ Check Here if you are a non-filed Subcontractor
☐ Check Here if this is a Final Report Date Work Began: _____ Date Work Completed: _____

Job Category	# of Employees	Weekly Total Manhours	Total Manhours to Date	# of Minorities	Weekly Total Minority Manhours	Weekly % Minority Manhours	# of Women	Weekly Total Women Manhours	Weekly % Women Manhours	Total Manhours to Date	Total Minority Manhours to Date	% of Minority Manhours to Date	Total Women Manhours to Date	% of Women Manhours to Date

Mail Reports to: _____ Awarding Authority _____ Prepared by: _____
Title: _____ Date: _____ 20 _____

00.73.39
SUPPLIER DIVERSITY PROGRAM - EXECUTIVE ORDER 524
MINORITY AND WOMEN BUSINESS ENTERPRISES

1. PROJECT REQUIREMENTS

General bidders must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office (SDO) formerly known as SOMWBA. The amount of participation which shall be reserved for such enterprises shall not be less than the percentages stated in document 00.11.00 Advertisement found elsewhere in these contract documents.

2. DEFINITIONS:

For purposes of this Section 00.73.39.00 the following definitions shall apply:

- A. "Minority business enterprise" or "MBE", means a business enterprise that is owned and controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, African Americans, Cape Verdeans, Western Hemisphere Hispanics, Asians, American Indians, Eskimos, and Aleuts. For purposes of section 61 and of section 40N of chapter 7, the term "minority owned business" shall have the same meaning as "minority business enterprise".
- B. "SDO" means the Supplier Diversity Office.
- C. "Minority Business Enterprise" (MBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more minority group members and certified as such by SDO.
- D. "Women Business Enterprise" (WBE) means a business organization which is owned and controlled fifty-one percent (51%) or more by one or more women and certified as such by SDO.
- E. "MBE/WBE Manufacturer" means a person or firm certified by SDO and engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract with a contractor, subcontractor, or supplier.
- F. "MBE/WBE Subcontractor" means a person or firm certified as such by SDO and contractually engaged by the contractor to perform a portion (a) of the contracted Work, including labor, materials and supplies, or (b) labor, materials and supplies, or any combination thereof.
- G. "MBE/WBE Supplier" means a person or firm certified as such by SDO and engaged in selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, remodeling, adding to or subtracting from, or improving any building, structure or property through a direct contract with a contractor or subcontractor. Said MBE/WBE must sustain substantial financial risk in the process of performing/supplying the work for this contract.
- H. "Amount of Participation" means the percentage stated on the advertisement of the final contract amount which is to be contracted to MBE/WBEs for work to be performed on this contract in accordance with this Section 00.73.39.

3. JOINT VENTURES

- A. A Joint Venture shall mean a business arrangement between MBE/WBEs and a non-SDO certified General Contractor, in which the MBE or WBE has at least a twenty-five percent (25%) interest in the Contract, and in which the other has at least the required minimum percentage of participation

in the Contract. It is expected that the M/WBE having the minimum 25% interest will participate in the management and decision making aspects of the project proportionate to its percentage of ownership and interest in the Contract.

- B. An MBE/WBE Joint Venture shall mean a business arrangement wherein a SDO certified MBE or WBE serves as a General Contractor and engages the services of another SDO certified MBE or WBE (whichever is required) in an amount not less than twenty-five percent (25%) of the Contract amount, and in which the management and decision making aspects of the project are shared to the degree of participation and ownership in the Contract.

4. CONDITIONS

- A. Once the Contractor agrees to comply with these provisions, and within 5 working days after receipt of bids, unless an extension of time or waiver for compliance is granted in accordance with Article 3 of the Instructions to Bidders, the apparent low bidder must submit a completed Participation Schedule 00.73.39.01 and Letters of Intent 00.73.39.02 covering each SDO certified MBE and WBE used to satisfy the requirements of this Section 00.73.39. These letters shall include the contract items the MBEs and/or WBEs are proposing to perform and the prices that the MBEs and/or WBEs propose to charge for the work.
- B. MBE and WBEs listed on the Participation Schedule may be any combination of MBE/WBE Subcontractors, MBE/WBE Manufacturers, or MBE/WBE Suppliers as defined in Paragraph 2.G.
- C. Letters of Intent are not required from filed sub-bidders who are SDO Certified MBEs or WBEs.
- D. The amount of participation of MBE/WBEs listed in The Participation Schedule must total at least the percentage set forth in the Advertisement. The amounts indicated in the Letter of Intent shall not be less than the amount shown on the Participation Schedule. The SDO Certified MBEs and/or WBEs for whom Letters of Intent are submitted must be identical to the ones listed on the Participation Schedule. No substitutions shall be made without the written approval of the Owner.
- E. The Contractor may include MBEs and/or WBEs utilized by non-certified subcontractors to satisfy the requirements of this article.
- F. MBE/WBE Certification from any other agency/municipality shall not be considered applicable for this Contract.
- G. If a filed sub-bidder listed as a MBE and/or WBE is rejected for failure to obtain a performance and payment bond from a surety qualified to do business in the Commonwealth when requested by the general bidder to do so at the time of bid, said failure shall not entitle the general bidder to avoid the requirements of this Section 00.73.39.
- H. The Contractor shall not change the MBEs and/or WBEs listed in the Participation Schedule or make any other such MBE/WBE substitutions after the Contract has been executed or during construction without the written approval of the Owner.

5. COMPLIANCE

- A. The Contractor must provide information as is necessary, in the judgment of the Owner to ascertain compliance with the terms of this Section 00.73.39.
- B. The Contractor shall maintain records of Payment to Minority Business Enterprises.

6. MBE/WBE REPORTING PROCEDURES

- A. The Contractor shall maintain records of Payment to Minority Business Enterprises..
 - (1.) The Owner may request copies of canceled checks to confirm compliance.

7. SANCTIONS

- A. If at any time during the life of this Contract, the Contractor is found to be out of compliance with this Section 00.73.39, sanctions may be imposed within fifteen (15) working days after notification to the Contractor of said violation. If within those fifteen (15) days the Contractor remedies the non-compliance to the satisfaction of the Owner or provides compelling documentation as outlined in Paragraph 8.B said sanctions may be postponed or waived. If the Contractor requires more than fifteen (15) days to remedy non-compliance, it shall make a written request to the Owner for a time extension. This request shall be made within the original fifteen (15) day period.
- B. If the Contractor fails to comply with the terms of these conditions, the Owner may impose the following sanctions:
 - (.1) require the Contractor to provide equivalent substitute participation with SDO Certified MBEs and/or WBEs acceptable to the Owner and at no additional cost to the Owner; or
 - (.2) suspend any payment for the Work that should have been but was not performed by a MBE and/or WBE pursuant to the Participation Schedule.
- C. To the extent that the Contractor has not complied with the terms of these conditions, the Owner may withhold from any Certificate for Payment moneys equivalent to the product of the percentage of completion times the MBE and/or WBE dollar amount, minus the amount already paid to MBEs and/or WBEs for Work performed under the contract, minus any amounts withheld for previous non-compliance.

8. RECOURSE

- A. The Owner has the option not to impose sanctions if the Contractor demonstrates, to the satisfaction of the Department, that the Contractor has taken every possible measure to comply with Section 00.73.39. This may constitute a reason for waiving this Section in whole or in part.
- B. To demonstrate every possible measure, the Contractor shall furnish:
 - (.1) the name of each firm solicited for quotations on each Subcontract, the price quoted by each, and whether or not the firm solicited was a minority or woman-owned business;
 - (.2) the reason for not subcontracting with a minority or woman-owned business enterprise when applicable;
 - (.3) evidence showing efforts by the Contractor to supplement its own and SDO lists of minority and woman-owned business sources by contacting the Small Business Administration, trade organizations, the General Services Administration (U.S. Government), minority contractors' organizations, community organizations and other likely sources of names of additional minority or woman-owned business firms capable of performing the Work; and
 - (.4) evidence showing other efforts to comply with this Section 00.73.39.

9. WAIVERS

The Department or the Supplier Diversity Office has the discretion to determine that compliance with the participation benchmarks is not feasible and may reduce or waive these benchmarks. To reduce or waive the MBE/WBE participation benchmarks the general bidders must make this request in writing to the DHCD **PRIOR** to the general bid opening. ***See Article 3.3 - Instructions to Bidders.***

10. SEVERABILITY

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

End of 00.73.39

**SUPPLIER DIVERSITY PROGRAM - EXECUTIVE ORDER 524
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES**

SDO CERTIFIED MBE/WBE PARTICIPATION SCHEDULE

- This form must be submitted by the apparent low general bidder to DHCD within five working days of receipt of bids.
- Letters of Intent from all MBEs or WBEs listed must be submitted with this Participation Schedule.

Project _____

Name of Project

The undersigned intends to subcontract with the following firms for the listed work and dollar amounts:

Name of Company	Description of Work	MBE or WBE	Supplier or Subcontractor	Value of Participation
1 _____	_____	_____	_____	\$ _____
2 _____	_____	_____	_____	\$ _____
3 _____	_____	_____	_____	\$ _____
4 _____	_____	_____	_____	\$ _____
5 _____	_____	_____	_____	\$ _____
6 _____	_____	_____	_____	\$ _____
7 _____	_____	_____	_____	\$ _____
8 _____	_____	_____	_____	\$ _____
Dollar Value of MBE Commitment:				\$ _____
Dollar Value of WBE Commitment:				\$ _____
Total Dollar Value Commitment:				\$ _____

BIDDER CERTIFICATION

The undersigned certifies under the penalties of perjury that (1) it intends to subcontract with the above listed firms for the identified work and dollar amounts unless a waiver or partial waiver has been granted by the Owner and (2) certifies that he/she has read Section 00.73.39 conditions contained in the contract documents with regards to MBE/WBE participation and is authorized to bind the contractor to the commitment set forth above.

Date _____

Name of General Contractor

Authorized Signature

Address

City, State & Zip Code

SDO CERTIFIED MBE/WBE LETTER OF INTENT

- This form is provided for SDOA Certified MBEs and WBEs being utilized as on this contract.
- This form must be completed by each SDO Certified MBE or WBE and submitted by the general bidder to DHCD.
- General bidders or filed sub-bidders that are SDO Certified MBEs and WBEs may omit this form.

TO: General Bidder

Name: _____
Street Address: _____
City/Town: _____
Phone: _____
Fax: _____
Email: _____

FROM SDO Certified MBE or WBE

Name: _____
Street Address: _____
City/Town: _____
Phone: _____
Fax: _____
Email: _____

RE: Project: _____

Name of Project

1. My company intends to perform work in connection with the above project as:

☐ an individual ☐ a corporation ☐ a partnership

☐ a joint venture with _____

☐ other
(explain) _____

2. My company is certified by SDO as a

☐ MBE ☐ WBE in the following categories:

3. My company has not changed its ownership, control, or management in any ways that affect certification since obtaining SDO certification

4. My company understands that if your company is awarded the contract, your company intends to enter into an agreement to perform the work described below for the price indicated. My company also understands that your company will make substitutions only as allowed by Section 00.73.39 of the above project

5. My company intends to **Brief Description of work**

This Work
includes:

☐ Labor & Materials

☐ Labor Only

☐ Materials only

for a total amount of _____

Dollars \$ _____

Date _____

Authorized Signature of SCE

Name and Title

Please advise the Owner immediately if either party attempts to renegotiate this agreement

Prevailing Wages and Labor Regulations

SECTION 00.73.43
PREVAILING WAGES and LABOR REGULATIONS

1. PREVAILING WAGE RATES

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of the Massachusetts Department of Labor Division of Occupational Safety. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract. Any questions relative to the applicability of any wage rate shall be directed to the Division of Occupational Safety.
- B. Keep a legible copy of said schedule posted on the site at all times. Provide the Owner, on a weekly basis, and keep an on-site file of the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Department, Architect, or any agency having jurisdiction.
- C. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by MGL c149 § 34B, as amended. Such police officers shall be covered by Worker's Compensation Insurance and Employers Liability Insurance provided by the Contractor.

2. WAGE RATE REPORTING

- A. The Contractor and all subcontractors shall provide certified payroll affidavits verifying compliance with MGL c.149 §§26 - 27H.
- B. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- C. [Weekly Payroll Form](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf) www.mass.gov/lwd/docs/dos/prevaling-wage/pw-payroll.pdf
- D. [Statement of Compliance](http://www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf) www.mass.gov/lwd/docs/dos/prevaling-wage/pw-compliance.pdf

3. APPRENTICE REQUIREMENTS

Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.

4. EMPLOYEE OSHA SAFETY TRAINING

- A. All employees who work on this construction site must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004.
- B. The Contractor and all Subcontractors shall furnish to the Owner, with the certified payroll reports, documentation indicating that each employee has successfully completed 10 hours of a course in construction safety and health. This course must be approved by the United States Occupational Health and Safety Administration (OSHA).

END OF PREVAILING WAGE AND LABOR REGULATIONS
00.73.43

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form is available from the Department of Labor Standards (DLS) at www.mass.gov/dols/pw and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

On a weekly basis, every contractor and subcontractor is required to submit a certified copy of their weekly payroll records to the awarding authority; this includes the payroll forms and the Statement of Compliance form. The certified payroll records must be submitted either by regular mail or by e-mail to the awarding authority. Once collected, the awarding authority is required to preserve those records for three years from the date of completion of the project.

Each such contractor and subcontractor shall furnish weekly **and** within 15 days after completion of its portion of the work, to the awarding authority directly by first-class mail or e-mail, a statement, executed by the contractor, subcontractor or by any authorized officer thereof who supervised the payment of wages, this form, accompanied by their payroll:

STATEMENT OF COMPLIANCE

_____, 20____

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

do hereby state:


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

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

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

Signature _____

Title _____

Company's Name:	Address:	Phone No.:	Payroll No.:	
Employer's Signature:	Title:	Contract No:	Tax Payer ID Number	Work Week Ending:
Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:		Min. Wage Rate Sheet Number
General / Prime Contractor's Name:	Subcontractor's Name:	"Employer" Hourly Fringe Benefit Contributions		

[illegible]

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards?

For all apprentices performing work during the reporting period, attach a copy of the apprentice identification card issued by the Massachusetts Department of Labor Standards / Division of Apprentice Standards.

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

Date Received by Awarding Authority
/ /



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: Ludlow Housing Authority
Contract Number: 161102 **City/Town:** LUDLOW
Description of Work: Replace Common Floor Areas, Chestnut Street Elderly Housing 667-3 Development 39 Chestnut Street, Ludlow, MA 01056
Job Location: 39 Chestnut Street, Ludlow, MA 01056

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 annual update requirement is not applicable to 27F "rental of equipment" contracts. **The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.**
- 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>	01/01/2024	\$38.95	\$15.07	\$18.67	\$0.00	\$72.69
	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>	01/01/2024	\$39.02	\$15.07	\$18.67	\$0.00	\$72.76
	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>	01/01/2024	\$39.14	\$15.07	\$18.67	\$0.00	\$72.88
	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 3)</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 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.65	\$16.84	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$34.38	\$9.65	\$14.78	\$0.00	\$58.81
	06/01/2024	\$35.58	\$9.65	\$14.78	\$0.00	\$60.01
	12/01/2024	\$36.78	\$9.65	\$14.78	\$0.00	\$61.21
	06/01/2025	\$38.03	\$9.65	\$14.78	\$0.00	\$62.46
	12/01/2025	\$39.27	\$9.65	\$14.78	\$0.00	\$63.70
	06/01/2026	\$40.57	\$9.65	\$14.78	\$0.00	\$65.00
	12/01/2026	\$41.86	\$9.65	\$14.78	\$0.00	\$66.29
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	12/01/2023	\$36.72	\$14.50	\$10.55	\$0.00	\$61.77
	06/01/2024	\$37.62	\$14.50	\$10.55	\$0.00	\$62.67
	12/01/2024	\$38.52	\$14.50	\$10.55	\$0.00	\$63.57
	06/01/2025	\$39.42	\$14.50	\$10.55	\$0.00	\$64.47
	12/01/2025	\$40.32	\$14.50	\$10.55	\$0.00	\$65.37
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.65	\$16.84	\$0.00	\$60.87
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$34.38	\$9.65	\$14.78	\$0.00	\$58.81
	06/01/2024	\$35.58	\$9.65	\$14.78	\$0.00	\$60.01
	12/01/2024	\$36.78	\$9.65	\$14.78	\$0.00	\$61.21
	06/01/2025	\$38.03	\$9.65	\$14.78	\$0.00	\$62.46
	12/01/2025	\$39.27	\$9.65	\$14.78	\$0.00	\$63.70
	06/01/2026	\$40.57	\$9.65	\$14.78	\$0.00	\$65.00
	12/01/2026	\$41.86	\$9.65	\$14.78	\$0.00	\$66.29
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

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	
<div>Notes:</div>								
Apprentice to Journeyworker Ratio:1:4								
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)			02/01/2024	\$50.81	\$11.49	\$21.46	\$0.00	\$83.76
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)			08/01/2024	\$52.06	\$11.49	\$21.46	\$0.00	\$85.01
			02/01/2025	\$53.36	\$11.49	\$21.46	\$0.00	\$86.31
			08/01/2025	\$55.51	\$11.49	\$21.46	\$0.00	\$88.46
			02/01/2026	\$56.86	\$11.49	\$21.46	\$0.00	\$89.81
			08/01/2026	\$59.06	\$11.49	\$21.46	\$0.00	\$92.01
			02/01/2027	\$60.46	\$11.49	\$21.46	\$0.00	\$93.41

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.41	\$11.49	\$21.46	\$0.00	\$58.36
2	60	\$30.49	\$11.49	\$21.46	\$0.00	\$63.44
3	70	\$35.57	\$11.49	\$21.46	\$0.00	\$68.52
4	80	\$40.65	\$11.49	\$21.46	\$0.00	\$73.60
5	90	\$45.73	\$11.49	\$21.46	\$0.00	\$78.68

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$11.49	\$21.46	\$0.00	\$58.98
2	60	\$31.24	\$11.49	\$21.46	\$0.00	\$64.19
3	70	\$36.44	\$11.49	\$21.46	\$0.00	\$69.39
4	80	\$41.65	\$11.49	\$21.46	\$0.00	\$74.60
5	90	\$46.85	\$11.49	\$21.46	\$0.00	\$79.80

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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ENGINEERS LOCAL 98
For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2023	\$45.48	\$9.65	\$18.22	\$0.00	\$73.35
	06/01/2024	\$46.96	\$9.65	\$18.22	\$0.00	\$74.83
	12/01/2024	\$48.43	\$9.65	\$18.22	\$0.00	\$76.30
	06/01/2025	\$49.93	\$9.65	\$18.22	\$0.00	\$77.80
	12/01/2025	\$51.43	\$9.65	\$18.22	\$0.00	\$79.30
	06/01/2026	\$52.98	\$9.65	\$18.22	\$0.00	\$80.85
	12/01/2026	\$54.48	\$9.65	\$18.22	\$0.00	\$82.35

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
	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 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
	For apprentice rates see "Apprentice- LABORER"					
CARPENTER <i>CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN</i>	03/01/2024	\$41.41	\$7.91	\$18.15	\$0.00	\$67.47
	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.63	\$7.91	\$1.40	\$0.00	\$27.94
2	45	\$18.63	\$7.91	\$1.40	\$0.00	\$27.94
3	55	\$22.78	\$7.91	\$2.76	\$0.00	\$33.45
4	55	\$22.78	\$7.91	\$2.76	\$0.00	\$33.45
5	70	\$28.99	\$7.91	\$15.39	\$0.00	\$52.29
6	70	\$28.99	\$7.91	\$15.39	\$0.00	\$52.29
7	80	\$33.13	\$7.91	\$16.77	\$0.00	\$57.81
8	80	\$33.13	\$7.91	\$16.77	\$0.00	\$57.81

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
2	45	\$19.06	\$7.91	\$1.40	\$0.00	\$28.37
3	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
4	55	\$23.30	\$7.91	\$2.76	\$0.00	\$33.97
5	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
6	70	\$29.65	\$7.91	\$15.39	\$0.00	\$52.95
7	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57
8	80	\$33.89	\$7.91	\$16.77	\$0.00	\$58.57

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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	\$44.68	\$12.90	\$18.66	\$1.25	\$77.49
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)						

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield
Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.34	\$12.90	\$15.86	\$0.00	\$51.10
2	60	\$26.81	\$12.90	\$18.66	\$1.25	\$59.62
3	65	\$29.04	\$12.90	\$18.66	\$1.25	\$61.85
4	70	\$31.28	\$12.90	\$18.66	\$1.25	\$64.09
5	75	\$33.51	\$12.90	\$18.66	\$1.25	\$66.32
6	80	\$35.74	\$12.90	\$18.66	\$1.25	\$68.55
7	90	\$40.21	\$12.90	\$18.66	\$1.25	\$73.02

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 3 (BUILDING & SITE) For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
CRANE OPERATOR OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$43.06	\$13.78	\$15.15	\$0.00	\$71.99
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 3	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
	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 - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.48	\$9.65	\$18.07	\$0.00	\$73.20
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$45.73	\$9.40	\$17.82	\$0.00	\$72.95
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$44.98	\$9.40	\$17.82	\$0.00	\$72.20
For apprentice rates see "Apprentice- LABORER"						
DIVER PILE DRIVER LOCAL 56 (ZONE 3)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</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 3)</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 3)</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 (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.65	\$0.59	\$0.00	\$27.84
2	45	\$22.05	\$7.65	\$0.66	\$0.00	\$30.36
3	50	\$24.51	\$12.75	\$7.34	\$0.00	\$44.60
4	55	\$26.96	\$12.75	\$7.41	\$0.00	\$47.12
5	65	\$31.86	\$12.75	\$9.52	\$0.00	\$54.13
6	70	\$34.31	\$12.75	\$10.90	\$0.00	\$57.96

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.80	\$0.60	\$0.00	\$28.40
2	45	\$22.50	\$7.80	\$0.68	\$0.00	\$30.98
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Notes:

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

Apprentice to Journeyworker Ratio:2:3****

ELEVATOR CONSTRUCTOR <i>ELEVATOR CONSTRUCTORS LOCAL 41</i>	01/01/2024	\$61.98	\$16.18	\$20.96	\$0.00	\$99.12
	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)	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS</i> <i>LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.42	\$13.38	\$15.15	\$0.00	\$51.95
2	70	\$27.32	\$13.38	\$15.15	\$0.00	\$55.85
3	80	\$31.22	\$13.38	\$15.15	\$0.00	\$59.75
4	90	\$35.13	\$13.38	\$15.15	\$0.00	\$63.66

Notes:

Steps 1-2 are 1000 hrs.; Steps 3-4 are 2000 hrs.

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$25.48	\$9.65	\$14.66	\$0.00	\$49.79
	06/01/2024	\$26.51	\$9.65	\$14.66	\$0.00	\$50.82
	12/01/2024	\$26.51	\$9.65	\$14.66	\$0.00	\$50.82
	06/01/2025	\$27.59	\$9.65	\$14.66	\$0.00	\$51.90
	12/01/2025	\$27.59	\$9.65	\$14.66	\$0.00	\$51.90
	06/01/2026	\$28.71	\$9.65	\$14.66	\$0.00	\$53.02
	12/01/2026	\$28.71	\$9.65	\$14.66	\$0.00	\$53.02
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE III</i>	03/01/2024	\$41.41	\$7.91	\$18.15	\$0.00	\$67.47
	09/01/2024	\$42.36	\$7.91	\$18.15	\$0.00	\$68.42
	03/01/2025	\$43.26	\$7.91	\$18.15	\$0.00	\$69.32
	09/01/2025	\$44.21	\$7.91	\$18.15	\$0.00	\$70.27
	03/01/2026	\$45.11	\$7.91	\$18.15	\$0.00	\$71.17
	09/01/2026	\$46.06	\$7.91	\$18.15	\$0.00	\$72.12
	03/01/2027	\$46.96	\$7.91	\$18.15	\$0.00	\$73.02

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.71	\$7.31	\$1.38	\$0.00	\$29.40
2	55	\$22.78	\$7.31	\$1.38	\$0.00	\$31.47
3	60	\$24.85	\$7.31	\$2.76	\$0.00	\$34.92
4	65	\$26.92	\$7.31	\$2.76	\$0.00	\$36.99
5	70	\$28.99	\$7.31	\$15.39	\$0.00	\$51.69
6	75	\$31.06	\$7.31	\$15.39	\$0.00	\$53.76
7	80	\$33.13	\$7.31	\$16.77	\$0.00	\$57.21
8	85	\$35.20	\$7.31	\$16.77	\$0.00	\$59.28

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$7.31	\$1.38	\$0.00	\$29.87
2	55	\$23.30	\$7.31	\$1.38	\$0.00	\$31.99
3	60	\$25.42	\$7.31	\$2.76	\$0.00	\$35.49
4	65	\$27.53	\$7.31	\$2.76	\$0.00	\$37.60
5	70	\$29.65	\$7.31	\$15.39	\$0.00	\$52.35
6	75	\$31.77	\$7.31	\$15.39	\$0.00	\$54.47
7	80	\$33.89	\$7.31	\$16.77	\$0.00	\$57.97
8	85	\$36.01	\$7.31	\$16.77	\$0.00	\$60.09

Notes: Steps are 750 hrs.
% After 10/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
Step 1&2 \$26.72.24/ 3&4 \$32.11/ 5&6 \$50.75/ 7&8 \$56.14

Apprentice to Journeyworker Ratio:1:1

FORK LIFT OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$39.25	\$13.78	\$15.15	\$0.00	\$68.18
GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98 For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 1333						
Effective Date - 06/01/2020						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.59	\$10.80	\$1.80	\$0.00	\$32.19
2	56	\$22.04	\$10.80	\$1.80	\$0.00	\$34.64
3	63	\$24.49	\$10.80	\$2.45	\$0.00	\$37.74
4	69	\$26.94	\$10.80	\$2.45	\$0.00	\$40.19
5	75	\$29.39	\$10.80	\$3.15	\$0.00	\$43.34
6	81	\$31.83	\$10.80	\$3.15	\$0.00	\$45.78
7	88	\$34.28	\$10.80	\$10.45	\$0.00	\$55.53
8	94	\$36.73	\$10.80	\$10.45	\$0.00	\$57.98
<div>Notes:</div>						
Apprentice to Journeyworker Ratio:1:3						
GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2024	\$40.22	\$11.96	\$18.74	\$2.13	\$73.05
	07/01/2024	\$41.47	\$11.96	\$18.74	\$2.13	\$74.30
	01/01/2025	\$42.72	\$11.96	\$18.74	\$2.13	\$75.55
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2024	\$40.22	\$11.96	\$18.74	\$2.13	\$73.05
	07/01/2024	\$41.47	\$11.96	\$18.74	\$2.13	\$74.30
	01/01/2025	\$42.72	\$11.96	\$18.74	\$2.13	\$75.55
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$34.38	\$9.65	\$14.78	\$0.00	\$58.81
	06/01/2024	\$35.58	\$9.65	\$14.78	\$0.00	\$60.01
	12/01/2024	\$36.78	\$9.65	\$14.78	\$0.00	\$61.21
	06/01/2025	\$38.03	\$9.65	\$14.78	\$0.00	\$62.46
	12/01/2025	\$39.27	\$9.65	\$14.78	\$0.00	\$63.70
	06/01/2026	\$40.57	\$9.65	\$14.78	\$0.00	\$65.00
	12/01/2026	\$41.86	\$9.65	\$14.78	\$0.00	\$66.29

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

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2023	\$42.80	\$14.75	\$19.61	\$0.00	\$77.16
	09/01/2024	\$45.54	\$14.75	\$19.61	\$0.00	\$79.90
	09/01/2025	\$48.27	\$14.75	\$19.61	\$0.00	\$82.63
	09/01/2026	\$51.01	\$14.75	\$19.61	\$0.00	\$85.37

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

Effective Date - 09/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.40	\$14.75	\$14.32	\$0.00	\$50.47
2	60	\$25.68	\$14.75	\$15.37	\$0.00	\$55.80
3	70	\$29.96	\$14.75	\$16.43	\$0.00	\$61.14
4	80	\$34.24	\$14.75	\$17.49	\$0.00	\$66.48

Effective Date - 09/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.77	\$14.75	\$14.32	\$0.00	\$51.84
2	60	\$27.32	\$14.75	\$15.37	\$0.00	\$57.44
3	70	\$31.88	\$14.75	\$16.43	\$0.00	\$63.06
4	80	\$36.43	\$14.75	\$17.49	\$0.00	\$68.67

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2024	\$40.66	\$8.25	\$22.70	\$0.00	\$71.61
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Apprentice - IRONWORKER - Local 7 Springfield
Effective Date - 03/16/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.40	\$8.25	\$22.70	\$0.00	\$55.35
2	70	\$28.46	\$8.25	\$22.70	\$0.00	\$59.41
3	75	\$30.50	\$8.25	\$22.70	\$0.00	\$61.45
4	80	\$32.53	\$8.25	\$22.70	\$0.00	\$63.48
5	85	\$34.56	\$8.25	\$22.70	\$0.00	\$65.51
6	90	\$36.59	\$8.25	\$22.70	\$0.00	\$67.54

Notes:

Apprentice to Journeyworker Ratio:1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
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Apprentice - LABORER - Zone 3 Building & Site
Effective Date - 12/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.10	\$9.65	\$16.84	\$0.00	\$46.59
2	70	\$23.45	\$9.65	\$16.84	\$0.00	\$49.94
3	80	\$26.80	\$9.65	\$16.84	\$0.00	\$53.29
4	90	\$30.15	\$9.65	\$16.84	\$0.00	\$56.64

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$33.63	\$9.65	\$14.78	\$0.00	\$58.06
	06/01/2024	\$34.83	\$9.65	\$14.78	\$0.00	\$59.26
	12/01/2024	\$36.03	\$9.65	\$14.78	\$0.00	\$60.46
	06/01/2025	\$37.28	\$9.65	\$14.78	\$0.00	\$61.71
	12/01/2025	\$38.52	\$9.65	\$14.78	\$0.00	\$62.95
	06/01/2026	\$39.82	\$9.65	\$14.78	\$0.00	\$64.25
	12/01/2026	\$41.11	\$9.65	\$14.78	\$0.00	\$65.54

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER (Heavy & Highway) - Zone 3						
Effective Date - 12/01/2023						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.18	\$9.65	\$14.78	\$0.00	\$44.61
2	70	\$23.54	\$9.65	\$14.78	\$0.00	\$47.97
3	80	\$26.90	\$9.65	\$14.78	\$0.00	\$51.33
4	90	\$30.27	\$9.65	\$14.78	\$0.00	\$54.70
Effective Date - 06/01/2024						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.90	\$9.65	\$14.78	\$0.00	\$45.33
2	70	\$24.38	\$9.65	\$14.78	\$0.00	\$48.81
3	80	\$27.86	\$9.65	\$14.78	\$0.00	\$52.29
4	90	\$31.35	\$9.65	\$14.78	\$0.00	\$55.78
Notes:						
Apprentice to Journeyworker Ratio:1:5						
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.13	\$9.40	\$16.59	\$0.00	\$60.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.60	\$9.65	\$16.97	\$0.00	\$60.22
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.63	\$9.65	\$16.84	\$0.00	\$61.12
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$33.50	\$9.65	\$16.84	\$0.00	\$59.99
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 3 (BUILDING & SITE)</i>	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	02/01/2024	\$41.37	\$11.49	\$20.53	\$0.00	\$73.39
	08/01/2024	\$43.05	\$11.49	\$20.53	\$0.00	\$75.07
	02/01/2025	\$44.90	\$11.49	\$20.53	\$0.00	\$76.92
	08/01/2025	\$45.81	\$11.49	\$20.53	\$0.00	\$77.83
	02/01/2026	\$46.89	\$11.49	\$20.53	\$0.00	\$78.91
	08/01/2026	\$48.65	\$11.49	\$20.53	\$0.00	\$80.67
	02/01/2027	\$49.77	\$11.49	\$20.53	\$0.00	\$81.79

Apprentice - MARBLE-TILE FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.69	\$11.49	\$20.53	\$0.00	\$52.71
2	60	\$24.82	\$11.49	\$20.53	\$0.00	\$56.84
3	70	\$28.96	\$11.49	\$20.53	\$0.00	\$60.98
4	80	\$33.10	\$11.49	\$20.53	\$0.00	\$65.12
5	90	\$37.23	\$11.49	\$20.53	\$0.00	\$69.25

Effective Date - 08/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.53	\$11.49	\$20.53	\$0.00	\$53.55
2	60	\$25.83	\$11.49	\$20.53	\$0.00	\$57.85
3	70	\$30.14	\$11.49	\$20.53	\$0.00	\$62.16
4	80	\$34.44	\$11.49	\$20.53	\$0.00	\$66.46
5	90	\$38.75	\$11.49	\$20.53	\$0.00	\$70.77

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASON/TILE LAYER(SP/PT)SeeBrick <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)						

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56

For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 3)	01/01/2024	\$41.20	\$10.08	\$21.22	\$0.00	\$72.50
MILLWRIGHTS LOCAL 1121 - Zone 3	01/06/2025	\$43.48	\$10.08	\$21.22	\$0.00	\$74.78
	01/05/2026	\$45.76	\$10.08	\$21.22	\$0.00	\$77.06

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.66	\$10.08	\$5.36	\$0.00	\$38.10
2	65	\$26.78	\$10.08	\$6.34	\$0.00	\$43.20
3	75	\$30.90	\$10.08	\$18.78	\$0.00	\$59.76
4	85	\$35.02	\$10.08	\$19.76	\$0.00	\$64.86

Effective Date - 01/06/2025

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.91	\$10.08	\$5.36	\$0.00	\$39.35
2	65	\$28.26	\$10.08	\$6.34	\$0.00	\$44.68
3	75	\$32.61	\$10.08	\$18.78	\$0.00	\$61.47
4	85	\$36.96	\$10.08	\$19.76	\$0.00	\$66.80

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	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
LABORERS - ZONE 3 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

OILER	12/01/2023	\$35.02	\$13.78	\$15.15	\$0.00	\$63.95
OPERATING ENGINEERS LOCAL 98						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI	12/01/2023	\$32.74	\$13.78	\$15.15	\$0.00	\$61.67
OPERATING ENGINEERS LOCAL 98						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Painter (Bridges/Tanks)	01/01/2024	\$56.06	\$9.95	\$23.95	\$0.00	\$89.96
Painters Local 35 - Zone 3	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 - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.03	\$9.95	\$0.00	\$0.00	\$37.98
2	55	\$30.83	\$9.95	\$6.66	\$0.00	\$47.44
3	60	\$33.64	\$9.95	\$7.26	\$0.00	\$50.85
4	65	\$36.44	\$9.95	\$7.87	\$0.00	\$54.26
5	70	\$39.24	\$9.95	\$20.32	\$0.00	\$69.51
6	75	\$42.05	\$9.95	\$20.93	\$0.00	\$72.93
7	80	\$44.85	\$9.95	\$21.53	\$0.00	\$76.33
8	90	\$50.45	\$9.95	\$22.74	\$0.00	\$83.14

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2024	\$38.83	\$9.65	\$19.90	\$0.00	\$68.38
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$40.03	\$9.65	\$19.90	\$0.00	\$69.58
	01/01/2025	\$41.23	\$9.65	\$19.90	\$0.00	\$70.78

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New								
Effective Date -			01/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$19.42		\$9.95	\$0.00	\$0.00	\$29.37	
2	55	\$21.36		\$9.95	\$4.43	\$0.00	\$35.74	
3	60	\$23.30		\$9.95	\$4.83	\$0.00	\$38.08	
4	65	\$25.24		\$9.95	\$5.23	\$0.00	\$40.42	
5	70	\$27.18		\$9.95	\$17.49	\$0.00	\$54.62	
6	75	\$29.12		\$9.95	\$17.89	\$0.00	\$56.96	
7	80	\$31.06		\$9.95	\$18.29	\$0.00	\$59.30	
8	90	\$34.95		\$9.95	\$19.10	\$0.00	\$64.00	
Effective Date -			07/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$20.02		\$9.95	\$0.00	\$0.00	\$29.97	
2	55	\$22.02		\$9.95	\$4.43	\$0.00	\$36.40	
3	60	\$24.02		\$9.95	\$4.83	\$0.00	\$38.80	
4	65	\$26.02		\$9.95	\$5.23	\$0.00	\$41.20	
5	70	\$28.02		\$9.95	\$17.49	\$0.00	\$55.46	
6	75	\$30.02		\$9.95	\$17.89	\$0.00	\$57.86	
7	80	\$32.02		\$9.95	\$18.29	\$0.00	\$60.26	
8	90	\$36.03		\$9.95	\$19.10	\$0.00	\$65.08	
Notes:								
Steps are 750 hrs.								
Apprentice to Journeyworker Ratio:1:1								
PAINTER (SPRAY OR SANDBLAST, REPAINT)			01/01/2024	\$36.15	\$9.95	\$19.90	\$0.00	\$66.00
PAINTERS LOCAL 35 - ZONE 3			07/01/2024	\$37.35	\$9.95	\$19.90	\$0.00	\$67.20
			01/01/2025	\$38.55	\$9.95	\$19.90	\$0.00	\$68.40

Classification			Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint								
Effective Date -			01/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$18.08		\$9.95	\$0.00	\$0.00	\$28.03	
2	55	\$19.88		\$9.95	\$4.43	\$0.00	\$34.26	
3	60	\$21.69		\$9.95	\$4.83	\$0.00	\$36.47	
4	65	\$23.50		\$9.95	\$5.23	\$0.00	\$38.68	
5	70	\$25.31		\$9.95	\$17.49	\$0.00	\$52.75	
6	75	\$27.11		\$9.95	\$17.89	\$0.00	\$54.95	
7	80	\$28.92		\$9.95	\$18.29	\$0.00	\$57.16	
8	90	\$32.54		\$9.95	\$19.10	\$0.00	\$61.59	
Effective Date -			07/01/2024					
Step	percent	Apprentice Base Wage		Health	Pension	Supplemental Unemployment	Total Rate	
1	50	\$18.68		\$9.95	\$0.00	\$0.00	\$28.63	
2	55	\$20.54		\$9.95	\$4.43	\$0.00	\$34.92	
3	60	\$22.41		\$9.95	\$4.83	\$0.00	\$37.19	
4	65	\$24.28		\$9.95	\$5.23	\$0.00	\$39.46	
5	70	\$26.15		\$9.95	\$17.49	\$0.00	\$53.59	
6	75	\$28.01		\$9.95	\$17.89	\$0.00	\$55.85	
7	80	\$29.88		\$9.95	\$18.29	\$0.00	\$58.12	
8	90	\$33.62		\$9.95	\$19.10	\$0.00	\$62.67	
Notes:								
Steps are 750 hrs.								
Apprentice to Journeyworker Ratio:1:1								
PAINTER / TAPER (BRUSH, NEW) *			01/01/2024	\$37.43	\$9.95	\$19.90	\$0.00	\$67.28
* If 30% or more of surfaces to be painted are new construction,			07/01/2024	\$38.63	\$9.95	\$19.90	\$0.00	\$68.48
NEW paint rate shall be used.PAINTERS LOCAL 35 - ZONE 3			01/01/2025	\$39.83	\$9.95	\$19.90	\$0.00	\$69.68

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.72	\$9.95	\$0.00	\$0.00	\$28.67
2	55	\$20.59	\$9.95	\$4.43	\$0.00	\$34.97
3	60	\$22.46	\$9.95	\$4.83	\$0.00	\$37.24
4	65	\$24.33	\$9.95	\$5.23	\$0.00	\$39.51
5	70	\$26.20	\$9.95	\$17.49	\$0.00	\$53.64
6	75	\$28.07	\$9.95	\$17.89	\$0.00	\$55.91
7	80	\$29.94	\$9.95	\$18.29	\$0.00	\$58.18
8	90	\$33.69	\$9.95	\$19.10	\$0.00	\$62.74

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.32	\$9.95	\$0.00	\$0.00	\$29.27
2	55	\$21.25	\$9.95	\$4.43	\$0.00	\$35.63
3	60	\$23.18	\$9.95	\$4.83	\$0.00	\$37.96
4	65	\$25.11	\$9.95	\$5.23	\$0.00	\$40.29
5	70	\$27.04	\$9.95	\$17.49	\$0.00	\$54.48
6	75	\$28.97	\$9.95	\$17.89	\$0.00	\$56.81
7	80	\$30.90	\$9.95	\$18.29	\$0.00	\$59.14
8	90	\$34.77	\$9.95	\$19.10	\$0.00	\$63.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2024	\$34.75	\$9.95	\$19.90	\$0.00	\$64.60
PAINTERS LOCAL 35 - ZONE 3	07/01/2024	\$35.95	\$9.95	\$19.90	\$0.00	\$65.80
	01/01/2025	\$37.15	\$9.95	\$19.90	\$0.00	\$67.00

Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.38	\$9.95	\$0.00	\$0.00	\$27.33
2	55	\$19.11	\$9.95	\$4.43	\$0.00	\$33.49
3	60	\$20.85	\$9.95	\$4.83	\$0.00	\$35.63
4	65	\$22.59	\$9.95	\$5.23	\$0.00	\$37.77
5	70	\$24.33	\$9.95	\$17.49	\$0.00	\$51.77
6	75	\$26.06	\$9.95	\$17.89	\$0.00	\$53.90
7	80	\$27.80	\$9.95	\$18.29	\$0.00	\$56.04
8	90	\$31.28	\$9.95	\$19.10	\$0.00	\$60.33

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.98	\$9.95	\$0.00	\$0.00	\$27.93
2	55	\$19.77	\$9.95	\$4.43	\$0.00	\$34.15
3	60	\$21.57	\$9.95	\$4.83	\$0.00	\$36.35
4	65	\$23.37	\$9.95	\$5.23	\$0.00	\$38.55
5	70	\$25.17	\$9.95	\$17.49	\$0.00	\$52.61
6	75	\$26.96	\$9.95	\$17.89	\$0.00	\$54.80
7	80	\$28.76	\$9.95	\$18.29	\$0.00	\$57.00
8	90	\$32.36	\$9.95	\$19.10	\$0.00	\$61.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$33.63	\$9.65	\$14.78	\$0.00	\$58.06
	06/01/2024	\$34.83	\$9.65	\$14.78	\$0.00	\$59.26
	12/01/2024	\$36.03	\$9.65	\$14.78	\$0.00	\$60.46
	06/01/2025	\$37.28	\$9.65	\$14.78	\$0.00	\$61.71
	12/01/2025	\$38.52	\$9.65	\$14.78	\$0.00	\$62.95
	06/01/2026	\$39.82	\$9.65	\$14.78	\$0.00	\$64.25
	12/01/2026	\$41.11	\$9.65	\$14.78	\$0.00	\$65.54

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	01/01/2024	\$38.78	\$15.07	\$18.67	\$0.00	\$72.52
	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 3)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05

Apprentice - PILE DRIVER - Local 56 Zone 3

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 3 (BUILDING & SITE)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86

Apprentice - PLUMBER/PIPEFITTER - Local 104
Effective Date - 03/17/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$22.14	\$9.55	\$10.10	\$0.00	\$41.79
2	50	\$24.61	\$9.55	\$10.10	\$0.00	\$44.26
3	55	\$27.07	\$9.55	\$10.10	\$0.00	\$46.72
4	60	\$29.53	\$9.55	\$10.10	\$0.00	\$49.18
5	65	\$31.99	\$9.55	\$10.10	\$0.00	\$51.64
6	70	\$34.45	\$9.55	\$10.10	\$0.00	\$54.10
7	75	\$36.91	\$9.55	\$10.10	\$0.00	\$56.56
8	80	\$39.37	\$9.55	\$10.10	\$0.00	\$59.02
9	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02
10	80	\$39.37	\$9.55	\$17.10	\$0.00	\$66.02

Notes: **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79

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

POWDERMAN & BLASTER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2023	\$35.13	\$9.40	\$16.59	\$0.00	\$61.12
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For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2023	\$34.63	\$9.65	\$14.78	\$0.00	\$59.06
	06/01/2024	\$35.83	\$9.65	\$14.78	\$0.00	\$60.26
	12/01/2024	\$37.03	\$9.65	\$14.78	\$0.00	\$61.46
	06/01/2025	\$38.28	\$9.65	\$14.78	\$0.00	\$62.71
	12/01/2025	\$39.52	\$9.65	\$14.78	\$0.00	\$63.95
	06/01/2026	\$40.82	\$9.65	\$14.78	\$0.00	\$65.25
	12/01/2026	\$42.11	\$9.65	\$14.78	\$0.00	\$66.54

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

PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.56	\$13.78	\$15.15	\$0.00	\$68.49
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 98	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2024	\$26.14	\$11.82	\$7.25	\$0.00	\$45.21
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i> For apprentice rates see "Apprentice- LABORER"	12/01/2023	\$33.88	\$9.65	\$16.84	\$0.00	\$60.37
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i> For apprentice rates see "Apprentice- ROOFER"	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
ROOFER (Inc.Roofers Waterproofing &Roofers Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2023	\$38.41	\$10.35	\$18.00	\$0.00	\$66.76

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.05	\$10.35	\$0.00	\$0.00	\$33.40
2	65	\$24.97	\$10.35	\$18.00	\$0.00	\$53.32
3	70	\$26.89	\$10.35	\$18.00	\$0.00	\$55.24
4	75	\$28.81	\$10.35	\$18.00	\$0.00	\$57.16
5	80	\$30.73	\$10.35	\$18.00	\$0.00	\$59.08
6	85	\$32.65	\$10.35	\$18.00	\$0.00	\$61.00
7	90	\$34.57	\$10.35	\$18.00	\$0.00	\$62.92
8	95	\$36.49	\$10.35	\$18.00	\$0.00	\$64.84

Notes:

Steps are 750 hrs.Roofers(Tear Off)1:1; Same as above

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 248</i> For apprentice rates see "Apprentice- ROOFER"	07/16/2023	\$38.91	\$10.35	\$18.00	\$0.00	\$67.26
SCRAPER <i>OPERATING ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$39.03	\$13.38	\$15.15	\$0.00	\$67.56
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) <i>OPERATING ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i> For apprentice rates see "Apprentice- OPERATING ENGINEERS"	12/01/2023	\$35.80	\$13.78	\$15.15	\$0.00	\$64.73
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2024	\$40.22	\$11.96	\$18.74	\$2.13	\$73.05
	07/01/2024	\$41.47	\$11.96	\$18.74	\$2.13	\$74.30
	01/01/2025	\$42.72	\$11.96	\$18.74	\$2.13	\$75.55

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.10	\$5.38	\$4.86	\$0.85	\$29.19
2	50	\$20.11	\$5.98	\$5.40	\$0.94	\$32.43
3	55	\$22.12	\$6.58	\$9.71	\$1.15	\$39.56
4	60	\$24.13	\$7.18	\$9.71	\$1.23	\$42.25
5	65	\$26.14	\$7.77	\$9.71	\$1.31	\$44.93
6	70	\$28.15	\$8.37	\$9.71	\$1.39	\$47.62
7	75	\$30.17	\$8.97	\$9.71	\$1.47	\$50.32
8	80	\$32.18	\$9.57	\$17.66	\$1.78	\$61.19
9	85	\$34.19	\$10.17	\$17.66	\$1.86	\$63.88
10	90	\$36.20	\$10.76	\$17.66	\$1.94	\$66.56

Effective Date - 07/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.66	\$5.38	\$4.86	\$0.85	\$29.75
2	50	\$20.74	\$5.98	\$5.40	\$0.94	\$33.06
3	55	\$22.81	\$6.58	\$9.71	\$1.15	\$40.25
4	60	\$24.88	\$7.18	\$9.71	\$1.23	\$43.00
5	65	\$26.96	\$7.77	\$9.71	\$1.31	\$45.75
6	70	\$29.03	\$8.37	\$9.71	\$1.39	\$48.50
7	75	\$31.10	\$8.97	\$9.71	\$1.47	\$51.25
8	80	\$33.18	\$9.57	\$17.66	\$1.78	\$62.19
9	85	\$35.25	\$10.17	\$17.66	\$1.86	\$64.94
10	90	\$37.32	\$10.76	\$17.66	\$1.94	\$67.68

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	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

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>	01/01/2024	\$39.53	\$15.07	\$18.67	\$0.00	\$73.27
	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 669</i>	04/01/2023	\$47.43	\$11.45	\$16.61	\$0.00	\$75.49

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$21.34	\$8.22	\$0.00	\$0.00	\$29.56
2	50	\$23.72	\$8.22	\$0.00	\$0.00	\$31.94
3	55	\$26.09	\$11.45	\$7.20	\$0.00	\$44.74
4	60	\$28.46	\$11.45	\$8.35	\$0.00	\$48.26
5	65	\$30.83	\$11.45	\$8.35	\$0.00	\$50.63
6	70	\$33.20	\$11.45	\$8.60	\$0.00	\$53.25
7	75	\$35.57	\$11.45	\$8.60	\$0.00	\$55.62
8	80	\$37.94	\$11.45	\$8.60	\$0.00	\$57.99
9	85	\$40.32	\$11.45	\$8.60	\$0.00	\$60.37
10	90	\$42.69	\$11.45	\$8.60	\$0.00	\$62.74

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 7</i>	12/31/2023	\$49.01	\$12.75	\$14.61	\$0.00	\$76.37
	06/30/2024	\$50.01	\$13.00	\$14.86	\$0.00	\$77.87
	12/29/2024	\$51.06	\$13.25	\$15.06	\$0.00	\$79.37
	06/29/2025	\$52.16	\$13.50	\$15.21	\$0.00	\$80.87
	12/28/2025	\$53.26	\$13.75	\$15.36	\$0.00	\$82.37
	06/28/2026	\$54.41	\$14.00	\$15.46	\$0.00	\$83.87
	01/03/2027	\$55.56	\$14.25	\$15.56	\$0.00	\$85.37

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 12/31/2023

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.60	\$7.05	\$0.59	\$0.00	\$27.24
2	45	\$22.05	\$7.05	\$0.66	\$0.00	\$29.76
3	50	\$24.51	\$12.75	\$7.34	\$0.00	\$44.60
4	55	\$26.96	\$12.75	\$7.41	\$0.00	\$47.12
5	65	\$31.86	\$12.75	\$9.52	\$0.00	\$54.13
6	70	\$34.31	\$12.75	\$10.90	\$0.00	\$57.96

Effective Date - 06/30/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.00	\$7.20	\$0.60	\$0.00	\$27.80
2	45	\$22.50	\$7.20	\$0.68	\$0.00	\$30.38
3	50	\$25.01	\$13.00	\$7.40	\$0.00	\$45.41
4	55	\$27.51	\$13.00	\$7.48	\$0.00	\$47.99
5	65	\$32.51	\$13.00	\$9.64	\$0.00	\$55.15
6	70	\$35.01	\$13.00	\$11.06	\$0.00	\$59.07

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2024	\$61.34	\$11.49	\$23.59	\$0.00	\$96.42
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	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
	02/10/2026	\$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 (Spr/Ptt)

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$30.67	\$11.49	\$23.59	\$0.00	\$65.75
2	60	\$36.80	\$11.49	\$23.59	\$0.00	\$71.88
3	70	\$42.94	\$11.49	\$23.59	\$0.00	\$78.02
4	80	\$49.07	\$11.49	\$23.59	\$0.00	\$84.15
5	90	\$55.21	\$11.49	\$23.59	\$0.00	\$90.29

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2024	\$62.42	\$11.49	\$23.56	\$0.00	\$97.47
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	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 - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2024

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$31.21	\$11.49	\$23.56	\$0.00	\$66.26
2	60	\$37.45	\$11.49	\$23.56	\$0.00	\$72.50
3	70	\$43.69	\$11.49	\$23.56	\$0.00	\$78.74
4	80	\$49.94	\$11.49	\$23.56	\$0.00	\$84.99
5	90	\$56.18	\$11.49	\$23.56	\$0.00	\$91.23

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER	12/01/2023	\$48.33	\$9.65	\$18.22	\$0.00	\$76.20
LABORERS - FOUNDATION AND MARINE	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	12/01/2023	\$44.45	\$9.65	\$18.22	\$0.00	\$72.32
LABORERS - FOUNDATION AND MARINE	06/01/2024	\$45.93	\$9.65	\$18.22	\$0.00	\$73.80
	12/01/2024	\$47.40	\$9.65	\$18.22	\$0.00	\$75.27
	06/01/2025	\$48.90	\$9.65	\$18.22	\$0.00	\$76.77
	12/01/2025	\$50.40	\$9.65	\$18.22	\$0.00	\$78.27
	06/01/2026	\$51.95	\$9.65	\$18.22	\$0.00	\$79.82
	12/01/2026	\$53.45	\$9.65	\$18.22	\$0.00	\$81.32

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2023	\$44.33	\$9.65	\$18.22	\$0.00	\$72.20
LABORERS - FOUNDATION AND MARINE	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"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2023	\$38.42	\$13.78	\$15.15	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.82	\$15.07	\$18.67	\$0.00	\$73.56
	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>	12/01/2023	\$56.56	\$9.65	\$18.67	\$0.00	\$84.88
	06/01/2024	\$58.04	\$9.65	\$18.67	\$0.00	\$86.36
	12/01/2024	\$59.51	\$9.65	\$18.67	\$0.00	\$87.83
	06/01/2025	\$61.01	\$9.65	\$18.67	\$0.00	\$89.33
	12/01/2025	\$62.51	\$9.65	\$18.67	\$0.00	\$90.83
	06/01/2026	\$64.06	\$9.65	\$18.67	\$0.00	\$92.38
	12/01/2026	\$65.56	\$9.65	\$18.67	\$0.00	\$93.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2023	\$58.56	\$9.65	\$18.67	\$0.00	\$86.88
	06/01/2024	\$60.04	\$9.65	\$18.67	\$0.00	\$88.36
	12/01/2024	\$61.51	\$9.65	\$18.67	\$0.00	\$89.83
	06/01/2025	\$63.01	\$9.65	\$18.67	\$0.00	\$91.33
	12/01/2025	\$64.51	\$9.65	\$18.67	\$0.00	\$92.83
	06/01/2026	\$66.06	\$9.65	\$18.67	\$0.00	\$94.38
	12/01/2026	\$67.56	\$9.65	\$18.67	\$0.00	\$95.88
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$48.63	\$9.65	\$18.67	\$0.00	\$76.95
	06/01/2024	\$50.11	\$9.65	\$18.67	\$0.00	\$78.43
	12/01/2024	\$51.58	\$9.65	\$18.67	\$0.00	\$79.90
	06/01/2025	\$53.08	\$9.65	\$18.67	\$0.00	\$81.40
	12/01/2025	\$54.58	\$9.65	\$18.67	\$0.00	\$82.90
	06/01/2026	\$56.13	\$9.65	\$18.67	\$0.00	\$84.45
	12/01/2026	\$57.63	\$9.65	\$18.67	\$0.00	\$85.95
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2023	\$50.63	\$9.65	\$18.67	\$0.00	\$78.95
	06/01/2024	\$52.11	\$9.65	\$18.67	\$0.00	\$80.43
	12/01/2024	\$53.58	\$9.65	\$18.67	\$0.00	\$81.90
	06/01/2025	\$55.08	\$9.65	\$18.67	\$0.00	\$83.40
	12/01/2025	\$56.58	\$9.65	\$18.67	\$0.00	\$84.90
	06/01/2026	\$58.13	\$9.65	\$18.67	\$0.00	\$86.45
	12/01/2026	\$59.63	\$9.65	\$18.67	\$0.00	\$87.95
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	01/01/2024	\$39.24	\$15.07	\$18.67	\$0.00	\$72.98
	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
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2023	\$34.38	\$9.40	\$16.59	\$0.00	\$60.37
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2023	\$33.88	\$9.65	\$14.78	\$0.00	\$58.31
	06/01/2024	\$35.08	\$9.65	\$14.78	\$0.00	\$59.51
	12/01/2024	\$36.28	\$9.65	\$14.78	\$0.00	\$60.71
	06/01/2025	\$37.53	\$9.65	\$14.78	\$0.00	\$61.96
	12/01/2025	\$38.77	\$9.65	\$14.78	\$0.00	\$63.20
	06/01/2026	\$40.07	\$9.65	\$14.78	\$0.00	\$64.50
	12/01/2026	\$41.36	\$9.65	\$14.78	\$0.00	\$65.79
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2024	\$49.21	\$9.55	\$17.10	\$0.00	\$75.86
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.

General Requirements

SUMMARY OF WORK

11.1 GENERAL SCOPE OF WORK

A. The work under the Contract consists of:

1. Install new luxury vinyl plank (LVP) flooring and rubber base in common areas including hallways, lobby, laundry room, elevator, and stairways where shown on the drawings
2. Remove existing flooring except where shown to be covered with new underlayment.
3. Also remove "L" shaped half walls in entrance lobby on Chestnut Street side and patch the rough floor as may be appropriate prior to installing new floor finish
4. Bidders are reminded that not every detail of construction can be shown on the drawings and that not every part of every assembly can be listed in the specifications. The owner assumes that bidders are experienced tradesman who estimate and supply all the required materials for their trades as having visited the site prior to bidding.
5. Protect all existing finishes to remain during construction. Contractor is responsible for repairing any and all existing finishes damaged during construction to the owner and architect's satisfaction.
6. All contractors are to field verify all existing conditions and dimensions prior to bidding. Any discrepancies are to be reported to the architect immediately.
7. Patch to match all existing finishes affected by this project, including but not limited to: existing finishes to remain (siding, masonry, gypsum wallboard, trim, etc.); existing landscaping; existing paving.
8. Provide and install air conditioner sill supports (manufactured by same manufacturer as windows). Contractor responsible for removing, storing, and reinstalling all existing window air conditioners in new windows.
9. All Work either shown on the drawings or included in the specifications unless specifically indicated as not to be done.
10. Testing for asbestos has been done. Where found under the floor finishes in the original school corridor areas where the structure is wood, the new LVP flooring system will encapsulate, rather than disturb the asbestos.

B. In addition, the Work under the Contract includes:

1. Work outside the project site as called for in the Contract Documents and as required for the performance of the Work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside of the project site.
3. Providing and restoring, where appropriate, all temporary facilities.

C. Additional Selection Criteria:

1. General Bidders must meet the additional selection criteria stated in Article 8.8 of the Instructions to Bidders.
2. If the Awarding Authority (Owner) cannot verify compliance with the additional selection criteria from the apparent low bidder's Update Statement, the Awarding Authority (Owner) or its Architect may request the bidder provide additional documentation demonstrating compliance with the Contract requirement. This may occur after the general bid opening, but prior to the Contract Award.

11.2 TIME OF COMPLETION

- A. In accordance with Article 9 of the General Conditions, the Work shall start as stated in the Notice to Proceed and shall be complete within **60** consecutive calendar days.

11.3 NOTICE TO PROCEED

- A. Upon the Department's Validation of the Owner Contractor Agreement the Owner shall Issue the Notice to Proceed for Construction. The Notice to Proceed shall include:
1. The starting date and Construction Completion date for construction.
 2. The names of the Owner's contract Officer and Alternate Contract Officer.
- B. The Owner shall send three copies of the Notice to Proceed to the Contractor.
- C. The Contractor shall sign two originals and then;
1. Return one to the Owner, and
 2. Keep one copy for its own records.

11.4 WORK UNDER SEPARATE CONTRACT

A. Coordination by Owner:

1. As provided in Article 7 of the General Conditions, the following items shall be provided by others under a separate agreement with the Owner for which the Owner has coordinating responsibility.

B. Coordination by the Contractor:

1. The following items shall be provided by the Contractor by other persons under a separate agreement with the Owner for which the Contractor has coordinating responsibility.

11.5 ITEMS FURNISHED BY THE OWNER

- A. The following items will be furnished and delivered f.o.b. to the Project Site by others at no expense to the Contractor: **None**
- B. The Contractor shall include in the Contract Sum the Cost of Unloading, uncrating and permanently installing the above listed items and remove and properly recycle or dispose off the Project Site all crating and packing materials.

11.6 COORDINATION WITH PROJECT OCCUPANTS

- A.** All dwelling units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B.** The Owner shall assist the Contractor to perform the Work in accordance with the approved operational plan by removing obstructions that may be in the Contractor's way, upon proper notice from the Contractor.
- C.** The Owner may provide a Resident Coordinator to act as liaison with residents and to assist the Contractor in fulfilling the following:
 - 1.** Notifying all residents two (2) weeks before any work is scheduled in their apartments.
 - 2.** Notifying each resident in writing forty-eight (48) hours before work is scheduled in his or her particular apartment.
 - 3.** Obtaining signed permission to enter the apartment, if the resident will not be at home.
 - 4.** Notify the Owner of any resident who refuses to cooperate with the proposed operational plan.

11.7 PROTECTION AND ACCESS

- A.** The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.
- B.** The Contractor shall take special measures to protect the tenants from noise, dust, and other disturbances.
- C.** The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within the contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.
- D.** The Contractor shall, at all times, leave at least one route of unobstructed emergency access into or out of each building.
- E.** The Contractor shall take special measures to comply with all physical and social distancing and cleaning procedures outlined by state and Federal governments to limit the spread of Covid-19. Covid-19 prevention plan will be a point of discussion during all Construction Meetings.
- F.** Comply with the Owner's specific requirements including but not limited to the following
 - 1.** Masks shall be worn by all contractor and vendor employees. Temperatures shall be taken before any contractor employee is allowed access to the building.
 - 2.** Sick employees of the contractor shall not be allowed to work on the project.
 - 3.** Employees of the contractor shall not in any way interact with Staff and/or Residents at the work site.
 - 4.** The work areas shall be fully and properly ventilated including opening of windows and provision of fans to ventilate the space.
 - 5.** Providing a barrier between work areas and non-work areas where feasible.
- G.** Contractor shall note that where the facility (689 Special Needs/DMH) is managed by a service provider, then the contractor must comply with all protocols implemented by the provider at the time of construction. Special precautions will be discussed during the pre-construction meeting and subsequent construction meetings. The health and safety of the population must be followed at all times.

- H. The Contractor shall take special measures to comply with all physical and social distancing and cleaning procedures outlined by State and Federal Governments to limit the spread of COVID-19. COVID-19 prevention plan will be a point of discussion during all Construction Meetings.
- I. Contractor to provide a log (at the end of each workday) of workers, sub-contractors and vendors who visited the site in support of this project. Name, phone number, company worked for, and reason for the visit must be clearly identified.

END OF SECTION 01.11.00

SECTION 01.25.00
OR EQUALS
PRODUCT SUBSTITUTION PROCEDURES

25.1 SCOPE/GENERAL REQUIREMENTS

- A.** This section Supplements the General Conditions and other sections of Division 1 and supersedes any provisions regarding material substitutions/Or equals found in any of the technical sections of the specifications.
- B.** The requirements of this section are in addition to any provisions of all other sections of these specifications.
- C.** Definition - Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission shall be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" shall be considered synonymous
- D.** In no case may an item be furnished on the Work other than the item named or described, unless the Architect, with the Administrator's written concurrence, shall consider the item equal to the Item so named or described, as provided by M.G.L. c.30 § 39M.
- E.** The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Architect at the expense of the Contractor submitting the substitution.
- F.** The Architect and/or the Department may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor shall bear full cost for providing, delivering, and disposal of all such samples.
- G.** The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work that may be caused by such substitution.

25.2 RELATED SECTIONS

- A.** 01.33.00 SUBMITTALS, SHOP DRAWINGS AND SAMPLES

25.3 OR EQUAL APPROVAL PROCESS

- A.** On the transmittal, or on a separate sheet attached to the submission, the Contractor shall direct attention to any deviations, including minor limitations and variations, from the Contract Documents.
 - (1)** The Contractor shall submit to the Architect for consideration of any or-equal substitution a written point-by-point comparison containing the name and full particulars of the proposed product and the product named or described in the Contract Documents.
 - (2)** Such submittal shall in no event be made later than 90 calendar days after the Award of the Contract or 120 calendar days prior to the incorporation of the item into the Work. In any case in which the time period specified in the Contract Documents from the Notice to Proceed to Substantial Completion is less than 120 days, this requirement can be modified by the Architect.
 - (3)** The Contractor shall be completely responsible for the timely submission of supporting documentation.
 - (4)** Upon receipt of a written request for approval of an or-equal substitution, the Architect shall investigate whether the proposed item shall be considered equal to the item named or

described in the Contract Documents and in accordance with the provisions of MGL c.30§39M.

- (5) Upon conclusion of the investigation, the Architect shall promptly advise the Construction Advisor with written notice that the item is, or is not, considered acceptable as on Or-Equal substitution with documentation to support the determination.
- (6) The Construction Advisor will then solicit the concurrence of the Administrator as to the equality of the submitted item.
- (7) Should the Architect determine that the submitted product substitution is not equal to the specified standard the Architect shall send written notice of this to the Contractor.
- (8) Proceeding with work using the submitted item without the concurrence of the Administrator may result in rejection of the work and removal and replacement at the expense of the Contractor.

END OF SECTION 01.25.00

SECTION 01.26.00

CONTRACT MODIFICATION PROCEDURES

1. GENERAL

This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

2. RELATED DOCUMENTS

- A.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B.** Related Sections include the following:
 - 1. Section 01.22.00 Unit Prices for administrative requirements for using unit prices.
 - 2. Section 01.29.00 Payment Procedures for administrative requirements for Applications for Payments and payment for Work perform relative to this section.
 - 3. Section 01.74.19 Construction and Demolition Waste Management.

3 MINOR CHANGES IN THE WORK

The Architect will issue in consultation with the Construction Advisor supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time and in accordance with the requirements of Article 8 of the General Conditions.

4. CHANGE REQUESTS

- A. Owner-Initiated Proposals (Change Requests):** The Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Change Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in the Change Request, but in no event more than 20 days after receipt of Change Request, submit a written quotation (Change Estimate) estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Change Estimates shall include:
 - (a.)** A list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - (b.)** The amount of workforce labor required or eliminated based on the hourly wage rates found elsewhere in these documents.
 - (c.)** Applicable, delivery charges, equipment rental, and amounts of trade discounts.
 - (d.)** A written statement as to the impact on the construction schedule.
- B. Contractor-Initiated Proposals: (Change Requests)** If latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a change request to the Architect which:
 - (1.)** Includes a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

- (2.) Includes a Change Estimate that itemizes the quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - (3.) Indicates the amount of workforce labor required or eliminated based on the hourly wage rates found elsewhere in these documents.
 - (4.) Indicates applicable, delivery charges, equipment rental, and amounts of trade discounts.
 - (5.) Complies with requirements in Division 1 Section 01.25.13 OR Equals Product Substitutions if the proposed change requires substitution of one product or system for a product or system specified.
5. The Contractor shall submit claims for increased costs because of a change in scope in the Contract Documents before starting work on any unforeseen or unknown condition. The Owner will reject claims submitted prior to such authorization unless a method of monitoring the impact on Contract Sum and Contract Time has been authorized

6 CHANGE ORDER PROCEDURES

- A. Upon the Architect's agreement with a Contractor's Change Estimate, **the Architect** will prepare a Change Order for signatures of the Owner, Contractor, and Department subject to the policies described in the DHCD Construction Handbook.
- B. The Change Order form (01.26.00.01) can be found in DHCD Construction Handbook or on the DHCD Website and a sample can be seen at the end of this section
- C. The Contractor shall provide necessary supporting documentation for the prompt approval of Change Orders by the Owner and Department. The Contractor shall be fully responsible for any delays caused by a lack of adequate supporting documentation.
- D. All change Orders require a voted approval of the Housing Authority Board.
- E. Change Orders over \$5,000 or those that will result in a cumulative added total of 5% or more of the Original Contract Sum must also be approved by the Administrator.
- F. Payment for Change Order Work shall be by the regular payment procedure described in Section 00.29.00 and the Construction Handbook.
- G. The Owner will be responsible for disseminating copies of all approved Change Orders.

7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: A Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order as required by Article 8 of the general Conditions..
 - (1.). A Construction Change Directive contains a complete description of a change in the Work. It also designates the method to be followed to determine any change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - (1.). After completion of a change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 - (2.) These costs must be incorporated into a Change Order which must be approved following the process described in Paragraph 6 Above.

- C. The process for when and how to utilize a Construction Change Directive and the necessary methods for monitoring said Work are described in the Construction Handbook.
- D. The Construction Change Directive form (01.26.00.02) can be found in the DHCD Construction Handbook or on the DHCD website, .and a sample can be seen at the end of this section.
- E. Payment for work completed under the auspices of a Construction Change Directive must be included in an approved Change Order before any payment for extra work can be made per the process described in Section 01.29.00.

END OF SECTION 01.26.00
CONTRACT MODIFICATION PROCEDURES



CHANGE ORDER

Owner: _____ Housing Authority Date: _____ Number _____
Development Number(s): _____ FISH No: _____
Contractor: _____ Architect: _____

Telephone No: _____ Telephone No: _____
Fax: _____ Fax: _____
Email: _____ Email: _____

The following change is ordered in accordance with Article 8 of the General Conditions of the Contract:

The Work described above shall (increase) (decrease) (not affect) the Contract Sum by: \$ _____
The Work described above represents an increase in the Original Contract Sum of _____ %
The effect of all Change Orders (including this one) is to increase in the Original Contract Sum by: _____ %
The Work described above shall (increase) (not affect) the Contract Time by _____ calendar days

The conditions hereinbefore referred to are as follows:

- A. The aforementioned change and work affected thereby is subject to all contract stipulations and covenants.
- B. The rights of the Owner are not prejudiced.
- C. All claims against the Owner which are incidental to or a consequence of the aforementioned change are satisfied.
- D. This change order is not valid until approved by the Owner, Architect, and DHCD.
- E. Signature of the Contractor indicates agreement herewith, including adjustment to contract sum and/or contract time.

The above named Housing Authority met on _____ and voted to approve this Change Order:

Certified: _____

Contract Officer

Approved: Architect
Firm: _____
By: _____
Date: _____

Reviewed: Construction Advisor
Dept of Housing & Community Development
By: _____
Date: _____

Approved: Contractor
Firm: _____
By: _____
Date: _____

Approved: Director of Construction Management
Dept of Housing & Community Development
By: _____
Date: _____

CONSTRUCTION CHANGE DIRECTIVE

Commonwealth of Massachusetts
Department of Housing & Community Development

CHANGE DIRECTIVE NO: _____

Owner: _____ **Housing Authority**

Date: _____

Development Number: _____

DHCD FISH Number _____

Contractor _____

Architect _____

Telephone No: _____

Telephone No: _____

Fax: _____

Fax: _____

Pursuant to Article 8 of the General Conditions you are hereby directed to make the following change(s) in this Contract

DO NOT USE THIS FORM FOR LUMP SUM CHANGES OR TIME EXTENSIONS .

The Contract Sum shall be adjusted by the following method (please check one)

- A. ☐ Unit Price of \$ _____ per _____
- B. ☐ Unit Prices found in Section 01.20.00 of the specifications.
- C. ☐ Unit Prices found on the Attached list.
- D. ☐ Time and materials basis per Article 8.3.1.3 of the General Conditions
- E. ☐ Subject to the Conditions of Article 8.5 and 8.7 of the General Conditions **"Work Done Under Protest"**. The Contractor is not relieved of the obligation to notify the Owner's Representative when protested work is being performed, to allow for accurate monitoring. Failure to provide such notice may jeopardize the Contractor's right to compensation.
- F. ☐ As follows: _____

THE NOT TO EXCEED LIMIT FOR THIS CHANGE DIRECTIVE IS \$ _____ .

- The Contract time shall be properly adjusted upon completion of any compensable work.
- Payment for the aforementioned work cannot be processed until executing an appropriate change order(s) to adjust the contract sum.
- When signed by the Owner and DHCD and received by the Contractor, this Construction Change Directive becomes effective IMMEDIATELY, and the Contractor shall proceed with the change(s) described above.
- This change directive is not valid until approved by the Owner and DHCD

Approved: Architect

Approved: Owner

Firm: _____

_____ **Housing Authority**

By: _____

By: _____

Date: _____

Date: _____

Reviewed Construction Advisor
Department of Housing & Community Development

Approved: Director of Construction Management
Department of Housing & Community Development

By: _____

By: _____

Date: _____

Date: _____

SECTION 01.29.00 PAYMENT PROCEDURES

1 GENERAL

This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

2. RELATED DOCUMENTS

- A** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B** Related Specification Sections include the following:
 - (1.) Section 01.26.00 Contract Modification Procedures for administrative procedures for handling changes to the Contract.
 - (2.) Section 01.22.00 Unit Prices for administrative requirements governing use of unit prices.
 - (3.) Section 01.74.19 Construction Waste and Demolition Management
 - (4.) Section 01.77.00 Completion Project Completion Procedures
 - (5.) Section 01.78.39 Project Record Drawings

3. SCHEDULE OF VALUES

- A. Definition - Schedule of Values:** A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Coordination:** Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - (1.) Correlate line items in the Schedule of Values with other required administrative forms and schedules, some which can be found in the DHCD Construction Handbook or at the end of this section:
 - (a.) Application for Payment forms with Continuation Sheets.
 - (b.) Submittals Schedule.
 - (c.) Contractor's Construction Schedule.
 - (2.) Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of the initial Application for Payment.
 - (3.) Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- C. Format and Content:** Use the Project Manual table of contents as a guide to establish line items for the Summary Schedule of Values. Provide a minimum of at least one line item for each Specification Section. Provide additional breakdown of larger sections when requested by the Architect
 - (1.) Identification: Include the following Project identification on the Schedule of Values:
 - (a.) Project name and location.
 - (b.) Name of Architect.
 - (c.) Department's FISH number.

- (d.) Contractor's name and address.
 - (e.) Date of submittal.
- (2.) Submit draft Schedule of Values using the Application for Payment Continuation Sheets (01.29.00.02). Copies can be found in the Construction Handbook. A sample can be seen at the end of this section
 - (3.) Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - (a.) Related Specification Section or Division.
 - (b.) Description of the Work.
 - (c.) Name of subcontractor.
 - (d.) Change Orders Approved by the LHA and Department.
 - (e.) Dollar value.
 - (4.) Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts in accordance with the examples shown in the Construction Handbook.
 - (5.) Subdivide filed subcontract amounts into major tasks.
 - (6.) Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - (7.) Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - (a.) Differentiate between items stored on-site and items stored off-site. Include evidence of Transfer of Title of material and proof of ownership by the contractor, insurance or bonded warehousing.
 - (8.) Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 - (9.) Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - (a.) Temporary facilities and other major cost items that are not direct cost of actual work in place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at DHCD Construction Advisor's option.

4. APPLICATIONS FOR PAYMENT

- A Payment Application Content:** Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- B The Initial Application for Payment,** Application for Payment at time of Substantial Completion, and final Application for Payment involves additional requirements
- C Payment Application Times:** Progress payments shall be submitted to the Architect on a day agreed to at the beginning of the work by the Architect, Owner, and DHCD Construction Advisor. The period covered by each Application for Payment is one month, ending on the last day of the month.
- D. Payment Applications Forms:** Use the Application for Payment and Continuation forms found in the Construction Handbook. These forms are also available on the DHCD Web site www.Mass.gov/dhcd and a sample can be seen at the end of this section.

- E. Application Preparation:** Complete every entry on the form. The form shall be executed and notarized by a person authorized to sign legal documents on behalf of Contractor. The Architect will return incomplete applications without action for not being in proper form.
- (1.) Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - (2.) Include amounts of Change Orders approved by the Owner and Department before the last day of the construction period covered by application.
- F. Transmittal:** Submit 1 signed and notarized original copy of each Application for Payment to the Architect by a method ensuring receipt within 24 hours.
- F. Initial Application for Payment:** Administrative actions and submittals that must precede or coincide with the submittal of first Application for Payment include the following:
- (1.) Project Directory.
 - (2.) Schedule of Values.
 - (3.) Contractor's Construction Schedule
 - (4.) Products list
 - (5.) Any proposed product substitutions/or equals
 - (6.) Submittals Schedule
 - (7.) List of Contractor's staff assignments (Project Directory).
 - (8.) List of Contractor's principal consultants.
 - (9.) Copies of building permits.
 - (10.) Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- G. Payroll Certifications** – In addition to the requirement to provide weekly payroll certifications as required by MGL c.149 §§26 - 27H, the Contractor shall provide evidence that required each Application for Payment that such submissions are current. Applications received without such certified payroll documentation shall be considered not in proper form and returned to the Contractor for re-submittal with required documentation.
- H. Application for Payment at Substantial Completion:** After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- (1.) Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - (2.) This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application:** Submit the final Application for Payment with supporting documentation required by Section 01.77.00 Close out Procedures and 01.78.39 Project Record Drawings.

END OF SECTION 01.29.00
Payment Procedures

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF

Contractor: _____	To: _____	Housing Authority _____
_____	_____	_____
Telephone: _____	Telephone: _____	
Fax: _____	Fax: _____	
Email: _____	Email: _____	
Development No. _____	Period Ending: _____	
Contract for: _____	FISH No: _____	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below in connection with the Continuation Sheet Attached.

	Number
1. ORIGINAL CONTRACT SUM	\$.00
2. Net change by Approved Change Orders <i>List On Attached Continuation Sheet</i>	\$.00
3. CONTRACT SUM TO DATE (Line 1 + Line 2)	\$.00
4. TOTAL COMPLETED & STORED TO DATE	\$.00
5. RETAINAGE - 5% of Total Completed and Stored to Date	\$.00
6. TOTAL COMPLETED LESS RETAINAGE (Line 4 — Line 5)	\$.00
7. LESS PREVIOUS APPROVED CERTIFICATES FOR PAYMENT	\$.00
8. CURRENT PAYMENT DUE (Line 6 — Line 7)	\$.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, that all workers used on this project have been paid in accordance with M.G.L. c. 149 §26-27H, that all subcontractors have been paid in accordance with M.G.L. c.30 §39F, that the Contractor has complied with all applicable tax laws pursuant to M.G.L. c.62(c) §49(a), and that the current payment shown herein is now due. Acceptance of the final payment due under this contract shall operate as a release to the Owner, Department and Architect from all claims and liability.

CONTRACTOR:

By: _____ Date: _____

State of _____ County of: _____
 On this _____ day of _____ 20 _____ before me, the undersigned notary public, _____ personally appeared, _____ proved to me through satisfactory evidence which was _____ to be the person whose name is signed on the preceding document in my presence
 NOTARY SEAL
 Notary Public:
 My Commission expires: _____

ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on site observations and the data comprising the application, the Architect/Engineer certifies to the Owner that to the best of the Architect/Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT/ENGINEER AMOUNT CERTIFIED\$ _____

By: _____
 Title: _____

Date: _____

Attach an explanation if the amount certified differs from the amount claimed due by the Contractor on line 8 above. Initial all figures on the application and any continuation sheet that changed in accordance with M.G.L. c.30 §39K.

_____ Housing Authority	DHCD Construction Advisor:	DHCD - Director Construction Management
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

DHCD AMOUNT APPROVED

\$

Project:
Continuation Sheet

Page of

Payment Application Number:
Period to:

A	B	C	D	E	F	G	H	I
Spec. Section	Description of Work	Scheduled Value	Previously Approved	Completed this Period	Materials Stored Not in D or E	Total Completed and Stored to Date D+E+F	%	Balance to Finish

SECTION 01.31.00 PROJECT MANAGEMENT AND COORDINATION

31.1 GENERAL PROVISIONS

- A. The Conditions of the Contract and other Sections of Division I, General Requirements apply to this section.

31.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Specification Sections include the following:
 - (1.) Section 01.45.00 Quality Control
 - (2.) Section 01.50.00 Temporary Facilities and Controls
 - (3.) Section 01.74.19 Construction Waste and Demolition Management

31.3 PROJECT MANAGEMENT

- A. The Contractor's attention is directed to Article 4 of the General Conditions.
- B. Project Superintendent.
 - (1.) The Contractor shall employ a Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
 - (2.) The Superintendent shall be a competent and responsible employee, satisfactory to the Owner, who is regularly employed by the Contractor and is designated by the Contractor as its representative to be in full time attendance at the Project site throughout the construction of the Work.
 - (3.) The Superintendent shall be responsible for coordinating all the Work of the Contractor and the Subcontractors. The Superintendent shall be licensed consistent with the Massachusetts Building Code.
 - (4.) The Superintendent's resume shall be submitted to the Owner prior to commencement of construction and must demonstrate to the Owner's reasonable satisfaction that the Superintendent has performed the same duties on previous construction projects similar to the Project
 - (5.) The Superintendent shall attend each job meeting.
- C. The Contractor must supply to the Owner the home telephone number of a responsible person who may be contacted during non-work-hours for emergencies on the Project.
- D. Project Meetings
 - (1.) Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner, Department, and Architect to discuss and develop mutual understandings relative to administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.
 - (2.) The Architect will regularly conduct job meetings, and keep the Owner informed of the progress and quality of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work. The Architect's minutes of meetings shall be the official minutes kept on the

Project. The Architect shall provide copies of the meeting minutes to the Contractor, Owner, Construction Advisor, and under separate cover forward a copy (for informational purposes only) to the Department's Architectural and Engineering Services Unit.

- E. The Department's procedures, forms, and practices which must be employed on the Project are described in the Construction Handbook, and will be explained at the pre-construction conference.

31.4 COORDINATION

- A. All dwelling units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction
- B. The Contractor is responsible for the security of partially completed work until the project is accepted by the Owner.

31.5 LABOR

- A. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them, and whenever the Owner shall notify the Contractor, in writing, that any worker is, in its 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 consent of the Owner.
- B. Workers shall refrain from smoking while performing work inside dwelling units, including basement areas. The Contractor shall remove from the project workers who consistently violate this provision

31.6 SHUTDOWN OF SERVICES

- A. The Contractor's attention is especially called to the fact that the continuous operation of services for this housing development is mandatory. If the development is to be left without heat, hot water, domestic water, electricity, gas, sanitary facilities, or any other services for more than an eight hour period, the Contractor shall submit a letter to the Owner and obtain written approval from the Owner before proceeding.
- B. If the Owner will not allow this shutdown, but wants instead a temporary means of supplying said services, the Contractor shall supply all labor, materials or whatever may be required to supply said temporary services at no extra cost to the Owner and in accordance with the state and local regulations on health and safety.

31.7 COORDINATION

- A. The Contractor shall submit for approval to the Owner a detailed operational plan showing the sequence of operations prior to commencement of any work at the site. The Owner must approve any changes to this operational plan.
- B. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient personnel and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- C. Unless specifically authorized by the Owner, in writing, the work must be conducted between the hours of 8:00 a.m. and 4:30 p.m. on Monday through Friday. No work is to be done on holidays, Saturdays, or Sundays other than for emergencies.
- D. There shall be no storage of materials, tools, and/or equipment within any of the occupied dwelling units. Any storage within unoccupied dwelling units or other space controlled by the Owner must be authorized by the Owner, in writing.

- E. Only materials and/or equipment intended and necessary for immediate use shall be brought into the dwelling units. At the end of each work day and at the completion of each phase of work, equipment and leftover or unused materials shall be removed from each dwelling unit.
- F. Whenever work is to be done inside occupied units the Contractor's superintendent and an Owner's representative shall conduct a pre-work inspection of each unit to make note of existing conditions in the unit. Special attention should be paid to areas where new work will meet existing conditions.

31.8 OWNER'S COOPERATION

- A. The Owner shall assist the Contractor to perform the Work in accordance with the approved operational plan by removing obstructions that may be in the Contractor's way, upon proper notice from the Contractor.
- B. The Owner may provide a Resident Coordinator to act as liaison with residents and to assist the Contractor in fulfilling the following:
 - (1.) Notifying all residents two (2) weeks before any work is scheduled in their apartments.
 - (2.) Notifying each resident in writing forty-eight (48) hours before work is scheduled in his or her particular apartment.
 - (3.) Obtaining signed permission to enter the apartment, if the resident will not be at home.
 - (4.) Obtain from the Owner the keys for any vacant apartment(s) or any apartment(s) where the resident is not at home. The Resident Coordinator will be responsible for the safekeeping of such keys and shall return them at the end of the workday to the Owner.
 - (5.) Notify the Owner of any resident who refuses to cooperate with the proposed operational plan.

END OF SECTION 01.31.00

SECTION 01.33.00

SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

33.1 RELATED DOCUMENTS

- A.** This Section supplements Subparagraphs 4.6.3 and 5.3.5 and Paragraphs 4.7, 4.8, and 4.15 of the General Conditions.
- B.** Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.
- C.** Section 01.25.00 OR Equals - Product Substitution Procedures
- D.** Section 01.74.19 Construction and Demolition Waste Management

33.2 GENERAL PROCEDURES FOR SUBMITTALS

- A.** Timeliness - The Contractor shall transmit each submittal to the Architect sufficiently in advance of performing related Work or other applicable activities so that the installation is not delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect in advance of the Work.
- B.** Sequence - The Contractor shall transmit each submittal in a sequence which will not result in the Architect's approval having to be later modified or rescinded by reason of subsequent submittals which should have been processed earlier or concurrently for coordination.
- C.** Contractor's Review and Approval - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Architect. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From" (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose (first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.
- D.** Architect's Action - The Architect will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
 - (1) Final Unrestricted Release: Where marked "Approved" the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
 - (2) Final-But-Restricted Release: When marked "Approved as Noted" the Work may proceed provided it complies with the Architect's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend on these compliances.
 - (3) Returned for Resubmittal: When marked "Revise and Resubmit" or "Disapproved" the Work covered by the submittal (such as purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Architect's notations stating the reasons for returning the submittal.
- E.** Processing - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

33.3 OR EQUALS

- A.** Definition - Whenever a specification section names one or more brands for a given item, and the Contractor wishes to submit, for consideration, another brand, the submission shall be considered an "or-equal" or a "material substitution". For the purposes of this Contract, the terms "or-equal" and "material substitution" shall be considered synonymous.
- B.** In no case may an item be furnished on the Work other than the item named or described, unless the Architect, with the Administrator's written concurrence, shall consider the item equal to the Item so named or described, as provided by M.G.L. c.30 § 39M.
- C.** The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Architect at the expense of the Contractor submitting the substitution in accordance with the process described in Section 01.25.00 of these specifications.

33.4 SUBMISSION OF PRODUCT DATA

- A.** The Contractor shall submit 7 copies of Product Data to the Architect. All such data shall be specific and identification of material or equipment submitted shall be clearly marked in ink. Data of general nature will not be accepted.
- B.** Product Data shall be accompanied by a transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself, in a location which will not impair legibility.
- C.** Product Data returned by the Architect as "Disapproved" shall be resubmitted in 7 copies until the Architects approval is obtained.
- D.** When the Product Data are acceptable, the Architect will stamp them "Approved" or "Approved as Corrected", retain 3 copies, and return 4 copies to the Contractor. The Contractor shall provide and distribute additional copies as may be required to complete the Work.
- E.** The Contractor shall maintain one full set of approved, original, Product Data at the site.

33.5 SUBMISSION OF SHOP DRAWINGS

- A.** Shop Drawings shall be complete, giving all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B.** Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C.** The Architect reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D.** Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Architect's stamp.
- E.** The Contractor shall submit to the Architect seven (7) black line prints of each shop drawing. Prints shall be mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice bearing the Contractor's approval stamp.
- F.** In addition to the hard copies described above, the Architect and Contractor may utilize a mutually acceptable electronic system to expedite the submittal process. This electronic system shall not be used as a substitute for the hard copy process.
- G.** When the Architect returns a marked submittal with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit seven prints thereof to the Architect for approval. This procedure shall be repeated until the Architect's approval is obtained.

- H. When the Architect returns submittal with the stamp "Approved" or "Approved as Corrected", the Contractor shall provide and distribute the prints for all Contractor and Subcontractors use, and in addition submit, within 10 calendar days after approval, 4 prints to the Architect.
- I. The Contractor shall maintain one full set of approved shop drawings at the site.

33.6 SUBMISSION OF SAMPLES

- A. Unless otherwise specified in the individual section, the Contractor shall submit two specimens of each sample.
- B. A transmittal notice with the Contractors stamp of approval shall be included with all sample submittals.
- C. Samples shall be of adequate size to permit proper evaluation of materials. 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 approved samples will not be approved on the Work.
- D. Samples of items of interior finishes shall be submitted all at once to permit a coordinated selection of colors and finishes.
- E. Samples that can be conveniently mailed shall be sent directly to the Architect, accompanied by a transmittal notice. All transmittals shall be stamped with the Contractor's approval stamp of the material submitted.
- F. All other samples shall be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in.
- G. Transmittal notice of samples so delivered with the Contractor's stamp of approval shall be mailed to the Architect.
- H. If a sample is rejected by the Architect, a new sample shall be resubmitted in the specified manner. This procedure shall be repeated until the Architect approves the sample
- I. 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 particular mention is made in the specifications, at no additional cost to the Owner.

END OF SECTION 01.33.00

SECTION 01.45.00 QUALITY CONTROL

45.1 GENERAL SCOPE OF THE WORK

- A.** General Contractor's quality control and control of installation.
- B.** Tolerances.
- C.** References.
- D.** Mock up requirements.
- E.** Testing and Inspection Services.
- F.** Manufacturers' field services.
- G.** Examination.

45.2 RELATED DOCUMENTS

- A.** This section supplements the General Conditions, Supplementary Conditions, the Drawings, and all other parts of the Contract Documents.
- B.** Consult the individual sections of the specifications for specific items required under those sections.

45.3 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A.** The General Contractor shall provide inspections, tests, and quality control services specified herein and in individual specification sections and required by governing authorities having jurisdiction, except where they are specifically required under a filed sub-bid section of the specification. In those cases they will be the responsibility of the filed subcontractor. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B.** Comply with manufacturer's instructions, including each step in sequence.
- C.** When manufacturer's instructions conflict with the Contract Documents, request clarification from the Architect before proceeding.
- D.** Comply with specified standards as minimum quality of Work except where more stringent tolerances, codes, or specific requirements indicate higher standards or workmanship.
- E.** Perform the Work using persons qualified to produce the required and specified quality.
- F.** Verify field measurements are as indicated on Shop Drawings or as instructed by the manufacturer.
- G.** Secure products in place with appropriate positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

45.4 TOLERANCES

- A.** Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not allow tolerances to accumulate.
- B.** Comply with manufacturer's tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from the Architect before proceeding.
- C.** Adjust products to appropriate dimensions; position before securing products into place.

45.5 REFERENCES

- A.** For products or workmanship specified by associations, trade or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B.** Conform to reference standard by date of issue current on the date of Bid Opening. Except where specific date is established by applicable code.
- C.** Obtain copies of standards where required by product specification sections.
- D.** When specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- E.** Neither contractual relationships, duties, nor responsibilities of parties, nor those of the Architect shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

45.6 MOCK UP REQUIREMENTS

- A.** Tests will be performed under provisions identified in this section and identified in respective product specifications.
- B.** Assemble and erection specified items with specified attachment and anchorage devices, flashings, seals and finishes.
- C.** Accepted mock-ups shall be the comparison standard for remaining Work.
- D.** Where mock-up has been accepted by the Architect and is specified in product specification sections to be removed; remove mock-up and clear area when directed to do so by the Architect.

45.2 TESTING AND INSPECTION SERVICES

- A.** The Owner may employ and pay for specified services of an independent firm to perform testing and inspection.
- B.** Reports will be submitted by the independent firm to the Architect and Contractor indicating observations and results of tests.
- C.** The Contractor and all Subcontractors shall cooperate with the independent firm, furnish sample materials, design mixes, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - (1.)** Notify the Architect 24 hours prior to expected time for operations requiring services.
 - (2.)** The Architect will make the final decision as to when services or testing will or will not be performed.
 - (3.)** Make arrangements with the independent firm and pay for additional samples and tests for the Contractor's use.
- D.** Testing and employment of testing agency or laboratory shall not relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents.
- E.** Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for re-testing or re-inspection will be charged to the Contractor by deducting testing charges from the Contract Sum.
- F.** Testing Agency responsibilities:
 - (1.)** Test samples of mixes submitted by the Contractor.

- (2.) Provide qualified personnel at the site. Cooperate with the Architect and Contractor in performance of services.
 - (3.) Perform specified sampling and testing of products in accordance with specified standards.
 - (4.) Promptly notify the Architect and Contractor of observed irregularities or non-conformance of Work or products.
 - (5.) Perform additional tests required by the Architect.
 - (6.) Attend progress meetings if requested by the Architect.
- G. Testing Agency Reports: After each test, promptly submit two copies of the report to the Architect and to the Contractor. Provide interpretation of the results when requested by the Architect. All test reports shall include:
- (1.) Date issued.
 - (2.) Project title and number.
 - (3.) Name of inspector.
 - (4.) Date and time of sampling or inspection.
 - (5.) Identification of product and specification section(s).
 - (6.) Test location.
 - (7.) Type of inspection or test.
 - (8.) Date of test.
 - (9.) Results of tests or inspection.
 - (10.) Conformance with Contract Documents.
- H. Limits of Testing Agency Authority
- (1.) Testing Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - (2.) Testing Agency may not approve or accept any portion of the Work.
 - (3.) Testing Agency may not assume duties of the Contractor.
 - (4.) Testing Agency has no authority to stop Work.

45.3 Manufacturers' Field Services

- A. When individual specification section(s), require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces to receive work, and installation quality of workmanship, start-up of equipment , test, adjust, and balance equipment as applicable and to initiate instructions when necessary these services shall be provided at no additional cost to the Owner.
- B. Submit the qualifications of any observers to the Architect and Owner prior to of required observations. Observers are subject to the approval of the Owner based on the observer's credentials. This submission shall be made allowing adequate time for the Architect to review the observer's credentials. This approval does not relieve the Contractor of any obligation to complete the Work in accordance with the Contract Documents.
- C. Report to the Architect, observations and site decisions or instruction given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

45.4 EXAMINATION

- A.** The Contractor shall verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B.** The Contractor shall verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C.** The Contractor shall examine and verify specific conditions described in individual specification sections.
- D.** The Contractor shall verify utility services are available, of correct characteristics, and in correct locations.

END OF SECTION 01.45.00

SECTION 01.50.00

TEMPORARY FACILITIES AND CONTROLS

50.00 GENERAL REQUIREMENTS

- A.** The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Architect. The Contractor bears full responsibility for re-providing any facility removed prior to Substantial Completion.
- B.** Removal of all temporary facilities shall be a condition precedent to Substantial Completion unless directed otherwise by the Architect or specifically noted in the specifications.
- C.** The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to Work under this contract. The Contractor's attention is directed to the Commonwealth of Massachusetts, Department of Labor, and Division of Occupational Safety Regulations.

50.01 TEMPORARY ELECTRICITY

- A.** Temporary service and lighting shall be provided by a licensed electrician selected and paid for by the Contractor. This work shall be performed under the direct supervision of at least one master electrician, who will be present on the project at all times when such work is being performed. This service shall include coordination with the local utility and other authorities having jurisdiction.
- B.** The Contractor may make use of the electricity available at the site, metered and paid for by the Owner.
- C.** Where heavy duty electric equipment drawing current in excess of 15 amperes is involved, the trade requiring such excessive amperage shall provide temporary service to supply the power.
- D.** All temporary work shall be provided in conformity with the National Electric Code, State laws, and requirements of the power company. Particular attention is called to Commonwealth of Massachusetts, Department of Labor Division of Occupational Safety Regulations.
- E.** Temporary Electric Service and Lighting shall include but not be limited to:
 - 1.** All labor, materials, and equipment necessary to supply temporary power of adequate capacity for the project.
 - 2.** Transformers and meters, when required by the power company, furnished by the power company and paid for by the Contractor.
 - 3.** Temporary work of a special nature, not otherwise specified hereunder, shall be provided, maintained, and paid for by the trade requiring same.
 - 4.** The Contractor shall furnish, install, and maintain lamps in operating condition.
 - 5.** The Contractor, and each Subcontractor, shall furnish their own extension cords and additional lamps as may be required for their work.
 - 6.** All lamps installed in permanent lighting fixtures and used as temporary lights during the construction period shall be removed and replaced shortly before Substantial Completion by the appropriate set of lamps required to be provided under the Electrical section of the specifications.
 - 7.** The temporary electrical facilities shall be dismantled and completely removed from the project site. This removal shall occur when the permanent electrical system is operational and accepted by the Architect. Removal shall be done by a properly licensed electrician.

50.02 TEMPORARY FIRE PROTECTION

- A.** The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.
- B.** Installation of equipment suitable for fire protection shall be done as soon as possible after commencement of the Work. The Contractor's attention is directed to the requirements of the Commonwealth of Massachusetts, Department of Labor and Workforce Development Regulation 454 CMR.

50.03 TEMPORARY HEAT

- A.** Providing temporary heating service and equipment in interior spaces:
 - 1.** The Contractor shall be completely responsible for providing all equipment and labor required to comply with this section.
 - 2.** The Contractor shall utilize the services of a qualified Heating subcontractor for providing Temporary Heat. These services shall be paid for by the Contractor.
- B.** The Contractor shall provide a minimum temperature of 70 degrees Fahrenheit to all occupied areas of the Project (This shall include common and public areas affected by the work).
- C.** The Contractor shall provide thermometers at places designated by the Architect in order to determine if specified temperatures are being maintained.
- D.** Temporary heating system work shall be performed under the direct supervision of individuals properly licensed to perform the necessary work.
- E.** All temporary work shall be provided in conformity with all applicable codes, State laws, and requirements of the utility company. Particular attention is called to Commonwealth of Massachusetts, Department of Labor Division of Occupational Safety Regulations.
- F.** The Contractor shall pay the costs of all fuel and electricity required for temporary heating until Substantial Completion unless specified otherwise.
- G.** Utilizing the Permanent Heating System for Temporary Heat:
 - 1.** The Contractor may, with the approval of the Owner, elect to utilize the permanent heating system for temporary heat. This may be allowed if the building is enclosed and after the heating system has been tested and is ready to operate and providing the Contractor complies with all provisions stated elsewhere in the Contract Documents.
 - 2.** If the permanent heating system cannot be utilized or if work requires a shutdown of the existing system the Contractor shall make arrangements, acceptable to the Owner, to comply with this requirement at no additional cost to the Owner.
 - 3.** The Contractor shall furnish and pay the costs of any materials and equipment which are not part of the permanent heating system and which may be required to operate the permanent heating system on a temporary basis.
 - 4.** The Contractor shall have a qualified heating mechanic check the heating system a minimum of twice daily, when no work is being performed at the site.
 - 5.** It shall be the Contractor's responsibility to have all portions of the permanent heating system that are used for heating during construction thoroughly cleaned and restored to first class condition, to the satisfaction of the Owner.
 - 6.** No parts of the air handling system shall be used until temporary filters have been installed satisfactory to the Architect. Such filters shall be kept clean and in efficient working condition, and at the time of Substantial Completion shall be replaced by the permanent filters at no cost to the Owner.

7. The Owner's warranty for the permanent heating system shall begin on the date of Substantial Completion of the entire project
- H. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
- I. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.
- J. Providing temporary heating service and equipment for exterior work:
 1. Temporary heat in outside areas shall be in compliance with MGL c149 §44G.
 2. Installation of weather protection and heating devices shall comply with all safety regulations including provisions for adequate ventilation and fire protection devices.
 3. Unit heaters, if used, shall be of the smokeless type and be installed and operated in such a way that finished work will not be damaged. "Salamanders" shall not be used.

50.04 TEMPORARY TELECOMMUNICATIONS & FIELD OFFICE

- A. The Contractor shall be available through mobile phone service at all times and shall provide a 24 hour phone number and contact in case of emergencies.
- B. The Contractor shall provide a suitable office at the site for use by Contractor personnel.
- C. The offices shall be set in a location approved by the Architect and the Awarding Authority, and shall be maintained by the Contractor in a clean and orderly condition.

50.05 TEMPORARY WATER

- A. The Contractor may make use of the available water supply at the site for construction purposes, provided the permission of the Owner is obtained beforehand, water is verified at the source and only as long as the water is not used wastefully.
- B. The Contractor shall provide all necessary piping and hoses to utilize the available sources of water.
- C. The Contractor shall provide an adequate supply of cool potable drinking water with individual drinking cups for personnel on the job.

50.06 TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. The Contractor shall provide such storage sheds, temporary buildings, or trailers as required for the performance of the Contract. Subcontractors shall provide their own temporary buildings and trailers. Storage shall be located where directed by the Owner.
- B. Materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.
- C. The Contractor must obtain the permission of the Owner for the use of any storage facilities available on site, but the Owner assumes no responsibility for articles stored.
- D. Lawns, paving or other surfaces within areas used by the Contractor shall be restored to original condition when temporary structures are removed.

50.07 SANITARY FACILITIES

- A. The Contractor shall provide and service an adequate number of toilet booths with chemical type toilets.
- B. The toilets shall be erected in a location approved by the Architect and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements.
- C. Under no circumstances will the Contractor's personnel be allowed to use Resident's toilets.

50.08 TEMPORARY USE OF ELEVATOR

- A. Should the Contractor need to use the elevator, special arrangements shall be made with the Owner.
- B. The Contractor shall leave the elevator in the same condition as it was at the time it was turned over for temporary service. The Contractor shall pay for all expenses for repairs or replacement necessary to restore the apparatus to its original condition.

50.09 HOISTING FACILITIES

- A. Except as otherwise specified, the Contractor shall provide, operate, and remove material hoists, cranes, and other hoisting as required for the performance of the Work by all trades. All such hoisting service shall be without cost to the Subcontractors.

50.10 TEMPORARY STAGING, STAIRS, CHUTES

- A. Except as otherwise specified, the Contractor shall furnish, install, maintain in safe condition, and remove all scaffolds, staging, and planking over 8 ft. in height, as required for the use of all trades for proper execution of the Work.
- B. The Contractor shall furnish, install, maintain in safe condition, and remove all temporary ramps, stairs, ladders, and similar items as required for the use of all trades for the proper execution of the Work.
- C. Permanent stairs shall be erected as soon as possible, for which the Contractor shall provide temporary protective treads, risers, handrails, and shaft protection.
- D. The Contractor shall furnish, install, maintain, and remove covered chutes from openings in the exterior walls of upper floors. Such shall be in convenient locations and permit disposal of rubbish directly into trucks or disposal units.
- E. Debris shall not be allowed to fall freely from upper levels of the building. Materials shall not be dropped from open windows.

50.11 TEMPORARY PARKING

50.12 TEMPORARY TRAFFIC CONTROL

50.13 TEMPORARY PROTECTION

- A. All dwelling units will be occupied during construction. The Contractor shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction.
- B. Any damage to buildings, roads, (public and private), bituminous concrete areas, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
- C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.

50.15 NOISE AND DUST CONTROL

- A. The Contractor shall take special measures to protect the residents, neighbors, and general public from noise, dust, and other disturbances by:
 - 1. Keeping common pedestrian and vehicular circulation areas clean and unobstructed;
 - 2. Insulating work area from occupied portions as far as possible; and
 - 3. Sealing dust and fumes from contaminating occupied spaces.

50.16 TEMPORARY BARRICADES

A. The Contractor shall:

1. In addition to the weather protection during the months of November to March specified elsewhere, provide temporary watertight enclosures for openings in exterior walls and in roof decks when and as required to protect the Work from damage by inclement weather. Temporary enclosures shall be provided with adequate means of ventilation to prevent accumulation of moisture in the buildings.
2. Provide temporary wood doors for exterior entrances and elsewhere as required. Permanent door enclosures shall not be used as temporary enclosures.
3. Protect sills, jambs, and heads of openings through which materials are handled.
4. Protect decks and slabs to receive work by other trades from any soiling which will prevent proper adhesion of subsequent Work. Decks and slabs shall be left clean and free of blemishes at the time other trades begin the application of their work.
5. Protect concrete slabs to remain exposed and finished floors against mechanical damage, plaster droppings, oil, grease, paint, or other material which will stain the floor finish. Install and maintain adequate strips of building paper or other protection on finished floors in rooms where other trades will do future Work.
6. Protect all surfaces to receive work by other trades from any soiling which will prevent proper execution of subsequent work
7. Protect other areas, furniture, and private property of the residents and the Owner. Any areas damaged by the Contractor shall be restored to the original condition or compensated at the Contractor's expense.

B. Roof surfaces and waterproofed surfaces shall not be subjected to traffic nor shall they be used for storage of materials. Where some activity must take place in order to carry out the Work, adequate protection must be provided.

C. After the installation of any Work is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in first class condition at the time of Substantial Completion.

50.17 TEMPORARY PROTECTIVE WALKWAYS

- ### **A. The Contractor shall, at all times, leave an unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.**

50.18 TEMPORARY CONSTRUCTION FENCE

- ### **A. The Contractor shall be responsible for providing and maintaining temporary fencing or barricades around the construction as may be necessary to assure the safety of all persons authorized or unauthorized. Such protective measures shall be located and constructed as required by local, state, and federal ordinances, laws, codes, or regulations.**

50.19 SECURITY

- ### **A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.**
- ### **B. Where excavation is involved, the Contractor shall be responsible for providing continuous watchmen service as necessary, to insure adequate protection of the general public.**

50.20 TEMPORARY STORM WATER POLLUTION CONTROL

- A.** Protect excavations, trenches, buildings, and materials at all times from rain water, ground water, backing-up, or leakage of sewers, drains, or other piping, or from water damage of any origin. Provide all pumps, piping, coverings, and other materials and equipment as required by job conditions to accomplish this requirement

50.21 WEATHER PROTECTION

- A.** The Contractor shall provide temporary enclosures and heat to permit work to be carried on during the months of November through March in compliance with MGL c.149 §44G (d). These specifications are not to be construed as requiring enclosures or heat for operations that are not economically feasible in the opinion of the Owner. Without limitation this includes such items as excavation, pile driving, steel erection, erection of certain exterior wall panels, roofing, and similar operations.
- B.** "Weather Protection" means the temporary protection of that Work adversely affected by moisture, wind, and cold by covering, enclosing, and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Owner and consistent with the construction schedule to permit the continuous progress of all Work necessary to maintain an orderly and efficient sequence of construction operations. The Contractor shall furnish and install "Weather Protection" material and be responsible for all costs, including heating required to maintain a minimum of 40 degrees F. at the working surface. This provision does not supersede any specific requirements for methods of construction, curing of materials, or the applicable conditions set forth in the Contract Documents with added regard to performance obligations of the Contractor.
- C.** Within 30 calendar days after award of the Contract, the Contractor shall submit in writing, to the Architect for approval, three (3) copies of the proposed methods for "Weather Protection".
- D.** The Contractor shall assume the entire responsibility for weather protection during construction (until Substantial Completion), and shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation.
- E.** Work damaged by frost shall be removed and replaced by and at the Contractor's expense and as directed by the Architect.
- F.** It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Contractor to the execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

50.22 WIND PROTECTION

- A.** Should high wind warnings be issued by the U.S. Weather Bureau, the Contractor shall take every precaution to minimize danger to persons, to the Work, and to the adjacent property.

END OF SECTION 01.50.00

SECTION 01.73.29 CUTTING AND PATCHING

73.1 GENERAL SCOPE OF THE WORK

- A.** Unless specified elsewhere, the Contractor shall be responsible for:
 - (1.) All cutting and patching required for the project construction.
 - (2.) Products and installation for patching and extending Work.
 - (3.) Transition and adjustments.
 - (4.) Repair of damaged surfaces, finishes, and cleaning.
 - (5.) Coordination of any cutting and patching required by subtrades.
- B.** Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition
- C.** The Contractor must comply with all safety laws and regulations of the Commonwealth of Massachusetts, the United States Government, and local government agencies applicable to Work under this contract. The Contractor's attention is directed to the Commonwealth of Massachusetts, Department of Labor, Division of Occupational Safety Regulations.

73.2 RELATED SECTIONS

- A.** This section supplements the General Conditions including but not limited to Article 4.3. of the General Conditions.
- B.** Consult the individual sections of the specifications for specific items required under those sections.
- C.** Section 01.74.13 Progress Cleaning and Final Cleaning
- D.** Section 01.74.19 Construction and Demolition Waste Management

73.3 EXAMINATION

- A.** Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting, including elements subject to damage or movement during cutting and patching. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B.** Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace visually unacceptable areas of cutting and patching at no additional cost to the Owner.
- C.** Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D.** Beginning of cutting or patching means acceptance of existing conditions.
- E.** After uncovering existing Work, assess conditions affecting performance of work.

73.4 PREPARATION

- A.** Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B.** Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C.** Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- D.** Close openings in exterior surfaces to protect existing work [and salvage items] from weather and extremes of temperature and humidity. Insulate duct work and piping to prevent condensation in exposed areas.
- E.** Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- F.** Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- G.** Remove debris and abandoned items from area and from concealed spaces.
- H.** Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

73.5 CUTTING

- A.** Execute all cutting and fitting necessary to complete the Work.
- B.** Where services are required to be remove, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions scheduled to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C.** Uncover work to install improperly sequenced work.
- D.** Remove and replace defective or non-conforming work.
- E.** Provide openings in the Work for penetration of mechanical and electrical work. Cut holes and slots as small as possible, nearly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover opening when not in use.
- F.** Employ skilled and experienced workers to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- G.** Cut rigid materials using power saw or core drill. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill. Pneumatic tools shall not be allowed without prior approval.
- H.** Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
- I.** To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- J.** Comply with requirements of applicable Specification Sections where cutting and patching requires excavating and backfilling or patching of pavement or concrete.

- K.** Do not cut structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- L.** Do not cut operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
- M.** Perform cutting in a fashion that does not denigrate the energy performance of the building(s).

73.6 PATCHING

- A.** Execute patching to complement adjacent, undisturbed finishes.
- B.** Fit products together to integrate with other Work.
- C.** Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- D.** Perform patching in a fashion that does not denigrate the energy performance of the building(s).
- E.** Restore work with new products in accordance with requirements of Contract Documents.
- F.** Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G.** At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with appropriate material to full thickness of the penetrated element as necessary to maintain the required rating.
- H.** Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
- I.** Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.
- J.** Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
- K.** Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
- L.** Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- M.** Where walls or partitions are to be removed, patch and repair voids left in floor, wall and ceiling surfaces where the existing construction is removed. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- N.** Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
- O.** Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

P. Where cutting and patching involves plaster refer to applicable Sections for plastering requirements. In lieu of specific requirements, comply with the following:

- (1.) Comply with ASTM C 842
- (2.) Comply with manufacturer's instructions and install thickness and coats as indicated.
- (3.) Unless otherwise indicated, provide 3-coat work.
- (4.) Base Coat: Ready-mixed, sand aggregate gypsum plaster base.
- (5.) Finish Coat: Ready-mixed gypsum finish plaster.
- (6.) Finish gypsum plaster to match existing adjacent surfaces. Sand lightly to remove trowel marks and arises.

73.7 CLEANING

- A.** In addition to cleaning specified in Section 01.74.13, clean all areas affected by the work of this Section including personal belongings affected by this work.
- B.** Completely inappropriate remove paint, mortar, oils, putty, and similar items.
- C.** Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- D.** When cutting and patching in occupied units clean affected areas daily and or immediately after completion of the cutting and/or patching work.

END OF SECTION 01.73.29

SECTION 01.74.13 PROGRESS CLEANING FINAL CLEANING

74.1 SCOPE

- A.** This section specifies the requirements for maintaining a clean and orderly work site during and at the completion of the Work.
- B.** Pay special attention to work areas that affect occupied residents' spaces and public areas.

74.2 RELATED DOCUMENTS

- A.** This section supplements Article 4.17 of the General Conditions.
- B.** Consult the individual sections of the specifications for cleaning of Work installed under those sections.
- C.** Section 01.73.29 Cutting and Patching.
- D.** Section 01.74.19 Construction Waste Management and Disposal.

74.3 CLEANING DURING CONSTRUCTION

- A.** Conduct all cleaning and disposal operations to comply with all federal, state, and local laws, regulations, codes, ordinances and by-laws.
 - (1)** Do not burn or bury rubbish and waste materials on the site.
 - (2)** Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - (3)** Do not dispose of wastes into streams or waterways.
- B.** Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C.** Do not allow materials and rubbish to drop free or be thrown from upper floors, but remove by use of a material hoist or rubbish chutes.
- D.** Maintain the Site free from accumulations of waste, debris, and rubbish.
- E.** Do not leave debris in occupied units.
- F.** Provide on-site containers for collection of waste materials and rubbish.
- G.** At the end of each day, remove and legally dispose waste materials and rubbish from site.
- H.** Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until Substantial Completion.
- I.** Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- J.** Disposal of materials shall be in compliance with all applicable laws, regulations, ordinances, codes, and by-laws.

74.4 FINAL CLEANING

- A.** Prior to submitting a request to the Architect to certify Substantial Completion of the Work, the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean. Leave the Project clean and ready for occupancy.
- B.** Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- C.** Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.
- D.** Employ experienced workmen or professional cleaners for final cleaning.
- E.** Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- F.** Use cleaning materials which will not create a hazard to health or property and which will not damage surfaces.
- G.** All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.
- H.** Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.
- I.** Clean and polish all new and existing glass and plastic glazing (if any) throughout the building(s), on both sides. Clean plastic glazing in accordance with the manufacturer's directions. This cleaning shall be completed by qualified window cleaners at the expense of the Contractor just prior to acceptance of the Work.
- J.** Wash and polish all mirrors.
- K.** Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- L.** Polish glossy surfaces to a clear shine.
- M.** Do the final cleaning of resilient floors and wood floors as specified under the respective sections of the Specifications.
- N.** Leave all architectural metals, hardware, and fixtures in undamaged, polished conditions.
- O.** Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decayable materials.
- P.** In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish. In cleaning glass and finish surfaces, care shall be taken not to use detergents or other cleaning agents which may stain adjoining finish surfaces. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.

- Q.** Broom clean exposed concrete surfaces and paved surfaces. Rake clean other surfaces of grounds.
- R.** Ventilating systems - Replace filters and clean ducts, blowers, and coils if units were operated during construction.
- S.** Owner's responsibility for cleaning commences at Substantial Completion.

END OF SECTION 01.74.13

SECTION 01.74.19

CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT

74.1 Description of Work

- A. This section describes the requirements for the Contractor and all subcontractors to minimize construction waste and debris and to reuse, salvage, and recycle to the greatest extent possible.
- B. This section specifies certain wastes that are required to be recycled.
- C. This section includes a standard Waste Management Report Template (01.74.19.01)

74.2 Related Sections

- A. 01.29.00 Payment Procedures
- B. 01.33.00 Submittals

74.3 Waste Management Goals

- A. The Owner's waste management goals include increased recycling and conservation of materials. Construction and Demolition Wastes have been identified as a particular target for reuse and recycling, for several reasons.
- B. **Required Recycling** - Recycling is required for each of the following materials if that particular material is expected to be part of the project's demolition and/or construction waste:

(1.) Packaging and Packing Materials

(2.) Glass

(3.) Plastics

74.4 Pre-Construction Waste Management Report Submittal

- A. Prior to any waste removal, the Contractor shall submit a completed Draft Waste Management Report (01.74.19.01) to the Architect and
- B. The following databases may be used to find recyclers/haulers for construction debris:
 - (1.) Massachusetts Department of Environmental Protection www.Mass.gov/DEP/recycle.
 - (2.) The GSA Environmental Strategies and Safety www.wbdg.org/tools/cwm.php.
 - (3.) Recycling Works MA www.recyclingworksma.com.
Searchable web-based directories of recycling facilities for common construction materials as well as re-purposing materials with remaining useful life, such as structurally sound kitchen cabinets, fixtures, appliances, doors and windows. For specified guidance on a material not yet listed in the directory, contact one of the recycling advisors <mailto:info@recyclingworksma.com> or by calling hotline at (888) 254-5525.
 - (4.) For statewide contract recycling vendors with bona fide capabilities for porcelain (toilets) recycling: **New England Recycling (Taunton)**: Email: kbrady@nerecycling.com Phone: (508)813-1278,
EOMS Recycling Services (Brockton): Email: dmilhomme@eomsrecycling.com Phone: (508)587-9686,
Republic Services (Auburn): Website: <http://www.republicservices.com> Phone: (508)721-2314,
ACME Recycling (Springfield): Website: www.acmerecoycling.com Phone: (413)737-3112, and
ABC Disposal Service (New Bedford): Website: abcdisposal.com Phone: (774)930-8989.

74.5 The Pre-Construction Waste Management Report

- A.** The Contractor's Pre-Construction Waste Management Report submittal shall be reviewed as part of submittal process. The Contractor's submittal portion may be handwritten.
- B.** The Report shall include a summary of the proposed jobsite wastes to be generated, including types and approximate quantities of each material.
 - (1.)** Disposal options: The name of all landfill(s) and/or incinerator(s) proposed for trash disposal.
 - (2.)** In addition to the Information provided on the Report Form provide supplemental information advising the Architect of the following:
 - (a.) Materials Handling Procedures:** A brief description of how the Contractor proposes separating and stockpiling materials on site. What materials will be separated and how will they be temporarily stored.
 - (b.) Transportation:** A description of the means of transportation of the recyclable materials (whether materials will be site-separated and hauled to designated markets, or whether mixed materials will be collected by a hauler and removed from the site and later separated for recycling). See the template (Form 01.74.19.01) at the end of this section.

74.6 Waste Management Implementation

- A. Manager:** The Contractor shall designate a specific person responsible for explaining the procedures for project recycling to Contractor's personnel and new workers. This person should also manage and coordinate all transportation of waste to recyclers and landfills and maintain records of materials leaving site and destinations.
- B. Clearly marked containers or areas-** to identify where different materials are to be stored.

74.7 Reporting Required at Time of Application for Payment

- A.** The Schedule of Values shall include at least one line item representing the Waste Management requirements for this contract
- B.** Application for Progress Payments: The Contractor shall submit with each Application for Progress Payment a Summary of Waste generated by the Project.
- C.** Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payments. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:
 - (1.)** For each material recycled, reused, or salvaged from the Project, the amount (in tons or cubic yards), the date removed from the jobsite and the receiving party, Attach manifests, weight tickets, etc..
 - (2.)** The amount (in tons) of material landfilled from the Project, the location of the landfill, and delivery manifests, weight tickets, etc.
- D.** The Architects receipt and approval of all required Waste Management documentation shall be precedent to Final Payment.

END OF SECTION CONSTRUCTION & DEMOLITION WASTE MANAGEMENT SECTION 01.74.19

REPORT 01.79.19.01
Pre-Construction Waste Management Report Form

Mandatory Waste Management Report					
Material Category		Disposed in Municipal Solid Waste Landfill	Diverted from Landfill By:		
			Recycling	Salvage	Reuse
Materials where Recycling is Mandatory in this Contract					
1	Packaging and packing materials (lbs)				
2	Glass (lbs)				
3	Plastics (lbs)				

Total (In Weight/Quantity of Above):

This Form should be Stamped and Signed as
 approved by the Contractor before submitting to the
 Designer

SECTION 01.77.00 PROJECT CLOSE OUT PROCEDURES

77.1 SCOPE

- A.** This section lists the procedures required for the proper completion of this project including processing the Release of Retainage and making the Final Payment to the Contractor.
- B.** Consult the Individual sections of the specifications for requirements affecting Project Close Out.

77.2 RELATED DOCUMENTS

- A.** This section supplements the General Conditions.
- B.** Consult the individual sections of the specifications for specific items required under those sections.
- C.** Section 01.26.00 Contract modification Procedures
- D.** Section 01.29.00 Payment Procedures
- E.** Section 01.74.19 Construction and Demolition Waste Management

77.3 OCCUPANCY PERMIT

- A.** The Contractor shall coordinate the efforts of all Subcontractors and obtain the Occupancy Permit from the local Building Department.
- B.** The Owner shall pay any Building Department fee associated with the Occupancy Permit.

77.4 LETTERS OF COMPLIANCE

- A.** The Contractor shall coordinate the efforts of all Subcontractors and obtain any required Letters of Compliance or Certificate of Reoccupancy from the Owner's lead consultant. The Owner shall pay any fee associated with these letters of compliance.
- B.** The Contractor shall reimburse the Owner for any costs resulting from failed tests or inspections conducted to obtain a Letter of Compliance or Certificate of Reoccupancy. This reimbursement should be made as part of a credit change order following the procedures spelled out in the Construction Handbook

77.5 PARTIAL COMPLETION

- A.** At the completion of Work within a Dwelling Unit the Contractor may notify the Architect that the Work within the unit(s) is Partially Complete. The Architect, or a designee, shall conduct a thorough inspection of the Work. If the Dwelling Unit is actively occupied this inspection shall occur within 24 hours of any written request. The Architect shall prepare a punch list, setting forth in accurate detail any items and additional items that are not acceptable or incomplete inside the dwelling unit. The Contractor shall coordinate all Subcontractors to achieve prompt completion of the punch list.
- B.** Prior to requesting Partial Completion the Contractor shall make a thorough inspection of the Work. During this inspection the Contractor shall prepare a comprehensive list of all items remaining to be completed or corrected. This list shall include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.
- C.** The Contractor shall not be relieved of the responsibility to provide Contract items left off the Architect's punch list.

- D. If the Architect determines that the Work within the dwelling unit is not Partially Complete, or not acceptable for the use for which it was intended, the Architect shall inform the Contractor of those items that must be completed before the Architect will prepare the punch list. Upon completion of those items, the Contractor shall again request the Architect to prepare a punch list.
- E. If the Contractor fails to request an inspection that Contractor will be responsible for the condition of the Work even if the Dwelling Unit is occupied.
- F. The date of Substantial Completion for the entire contract and the start of all associated warranties shall not occur until work in all units is complete.
- G. The Architect shall prepare the Certificate of Substantial Completion in accordance with Article 9.6 of the General Conditions after the work in all Dwelling Units is complete.
- H. Partial Payment of Retainage shall not be made until at least 65 days after the effective date of the final Certificate of Substantial Completion for the entire project.

77.6 SUBSTANTIAL COMPLETION

- A. Prior to requesting Substantial Completion as provided in Article 9.6 of the General Conditions the Contractor shall make a thorough inspection of the Work. During this inspection the Contractor shall prepare a comprehensive list of all items remaining to be completed or corrected. This list shall include all remaining Contractor and Subcontractor items to be provided under the Contract Documents.
- B. Upon completion of the items noted on the Contractor's list the Contractor shall notify the Architect that the Work is Substantially Complete. The Architect shall then conduct a similar thorough inspection. If the Architect agrees that the Work is Substantially Complete, the Architect will promptly make a thorough inspection and prepare a punch list, setting forth in accurate detail any items on the Contractor's list and additional items that are not acceptable or incomplete. The Contractor shall coordinate all Subcontractors to achieve prompt completion of the punch list.
- C. The Contractor shall not be relieved of the responsibility to provide Contract items left off of the Architect's punch list.
- D. If the Architect determines that the Work is not Substantially Complete, the Architect shall inform the Contractor of those items that must be completed before the Architect will prepare a punch list. Upon completion of those items, the Contractor shall again request the Architect to prepare a punch list.
- E. When the punch list has been prepared, the Architect will arrange a meeting with the Contractor and Subcontractors to identify and explain all punch list items and answer questions on work which must be done before final acceptance.
- F. The Architect may revise the punch list, from time to time, to ensure that all items of Work are properly completed.
- G. The Architect shall prepare the Certificate of Substantial Completion in accordance with Article 9.6 of the General Conditions.

77.7 RECORD DRAWINGS

- A. Consult the individual sections of the Specifications for the specific requirements of those sections. In cases of inconsistency the more stringent requirement, as directed by the Architect, shall be required.
- B. Prior to final payment and completion the Contractor shall provide all marked up As Built Drawings as required under other sections of the Specifications.

77.8 OPERATING AND MAINTENANCE INSTRUCTIONS

- A.** Consult the individual sections of the specifications for the specific requirements for those sections and for further details and descriptions of the requirements
- B.** Prior to final payment and completion the Contractor shall provide all Operating Manuals and Maintenance Instructions as required by the Contract Documents.

C. OPERATING INSTRUCTIONS AND MANUALS

- (1.) Subcontractors, installers, and suppliers shall furnish to the Contractor two sets of operating and maintenance instructions of all mechanical, electrical, and manually operated equipment furnished and installed by them. Mechanical and electrical subcontractors shall furnish instructions as specified in their respective sections.
- (2.) The Contractor shall collect all of the above instructions, bind them into two complete sets, and submit them to the Architect who will deliver them to the Owner.
- (3.) Submission of operating and maintenance instructions shall be a condition precedent to final payment.

D. INSTRUCTION OF OWNER'S PERSONNEL

- (1.) Where specified in the individual sections of the specifications, the Contractor and Subcontractor shall instruct the Owner's personnel at the site, in the use and maintenance of equipment installed under the Contract.
- (2.) Submission to the Architect of a certificate of compliance to this requirement, signed by the Contractor and the Owner's Representative, shall be a condition precedent to final payment.

77.9 FINAL COMPLETION

A. RELATED REQUIREMENTS

The Contractor's attention is directed to Article 9.7 of the General Conditions and the Construction Handbook.

B. FULL RELEASE OF RETAINAGE (FINAL PAYMENT)

- (1.) Upon completion of all work, and after receipt of all appropriate marked up As Built Drawings, Operating Manuals, Warranties, Guarantees, and Spare Parts required by the Contract Documents, the Architect shall prepare the Certificate of Final Completion (Form 01.77.00.03) a copy of which can be found in the Construction Handbook or on the DHCD website. A sample of this form can be found at the end of this section.
- (2.) This certificate shall be processed in accordance with the procedures described in the Construction Handbook.
- (3.) The Contractor's signature on this Certificate shall be notarized.
- (4.) The Contractor shall provide a final Application for Payment to complement the close-out process.

C. PARTIAL RELEASE OF RETAINAGE

- (1.) If within 65 days after Substantial Completion, any of the items on the Architect's punch list are not complete or if the Contractor has not provided the appropriate marked up As Built Drawings, Operating Manuals, Warranties, Guarantees, or Spare Parts the Architect shall assign a monetary value for each incomplete item as well as any other items as provided by M.G.L. c.30 §39K, and the Architect shall prepare a Certificate for Partial Release of Retainage

- (2.) If the Architect is required to prepare a Certificate for Partial Release of Retainage (Form 01.77.00.02) the Contractor shall complete all remaining Work in accordance with the provisions of Article 9.7 of the General Conditions. A copy of this form can be found in the Construction Handbook or on the DHCD web site. There is also a sample at the end of this section.
- (3.) The Contractor's signature on this Certificate shall be notarized.
- (4.) The Contractor may make a request for additional releases of retainage when portions of the Work listed on the Architect's punch list have been satisfactorily completed. Each request shall be accompanied by a new application for payment and a new signed and notarized Certificate for Partial Release of Retainage.
- (5.) The Architect's inspections, required to complete the additional payment applications described in subparagraph C4 above, are subject to provisions of subparagraph 9.7.5 of the General Conditions.
- (6.) Upon completion of all remaining items, the Final Release of Retainage shall be processed in accordance with paragraph B above.

END OF SECTION 01.77.00

CERTIFICATE OF SUBSTANTIAL COMPLETION

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

Contractor _____ Owner _____ Housing Authority _____

Phone _____ Phone _____
Fax _____ Fax _____
Development No _____ FISH No _____
Contract for: _____

Pursuant to the General, Supplementary, and Special Conditions of the Contract Documents relative to Partial or Total Occupancy, you are hereby notified that the Housing Authority has satisfied itself that the portion(s) of the above mentioned project, as hereinafter enumerated, is (are) ready for use and or occupancy:

Identify the Buildings and/or areas to be occupied and or used: _____

The Housing Authority, through its undersigned representative hereby accepts from the Contractor, subject to contract stipulations, said portion(s) of the Project, effective 12:00 Noon on:

INSERT DATE  the _____ day of _____ 20 ____

The Contractor will be relieved of responsibility for performing further Work or supplying further materials, equipment, or other items, in accordance with the General, Supplementary, and Special Conditions of the Contract Documents (relative to partial or total occupancy), except for the following work:

Append a complete list of all incomplete and/or unsatisfactory items of the Work, which in the opinion of this Housing Authority, are attributable to the fault, negligence, or oversight of the of the Contractor, any subcontractors, material suppliers, agents, servants, or employees.

NOTE: Attach one copy of the "Punch List" items to each copy of this document.

The Use or Occupancy of the building(s) or portion(s) of this project by the Housing Authority shall not:

- constitute acceptance of any Work not performed in accordance with the Contract Documents;
- relieve the Contractor of the liability to perform any Work required by the Contract but not completed at the time of Use and or Occupancy; nor
- relieve the Contractor of liabilities with respect to any express warranties or guarantees required by the Contract.

CERTIFICATION OF HOUSING AUTHORITY BOARD VOTE

Must be completed by the Owner

The _____ Housing Authority met on _____ And voted to approve this Certificate:

Certified By: _____, Contract Officer

Approved: Architect

Firm: _____

By: _____

Date: _____

Accepted: Contractor

Firm: _____

By: _____

Date: _____

Reviewed: Construction Advisor

Department of Housing & Community Development

By: _____

Date: _____

Approved: Director, Construction Management Unit

Department of Housing & Community Development

By: _____

Date: _____

CERTIFICATE FOR PARTIAL RELEASE OF RETAINAGE

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This form should originate with the Architect

Contractor _____ Owner: _____ Housing Authority _____

Phone _____ Phone _____
Fax _____ Fax _____
Development No _____ Period _____
Contract for: _____ FISH No; _____

THE PARTIES AGREE THAT THE STATUS OF THE CONTRACT IS AS FOLLOWS:

I. CONTRACT TIME

1. The Date of Substantial Completion is _____
2. The Date of Substantial Completion as Extended by Change Order is _____
3. The Actual Date of Substantial Completion is: _____
4. Overrun in Contract Time _____

II. CONTRACT SUM

1. The Original Contract Sum is _____ \$
2. The Sum of Approved Change Orders to Date is _____ \$
3. The Adjusted Contract Sum is _____ \$
- LESS:
4. Sum of authorized payments to date: _____ \$
5. Sum of Monetized Punch List _____ \$
6. Sum of other claims by Owner _____ \$

III. THAT APPLICATION FOR PAYMENT NO. _____ IS DUE & PAYABLE IN THE AMOUNT OF: \$ _____

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES THAT: *The Contractor should complete items 1-5 and certify below*

1. All Work, including work required under change order(s) _____ has been performed in accordance with the terms of the Contract.
2. All changes to the Work (except minor modifications and field adjustments) have been authorized in writing by the Owner.
3. All laborers and mechanics have been paid at least the minimum wage rates as set forth in the Contract, and
4. There have been no claims made for infringement of any patent.
5. By accepting the payment shown in line III the Contractor releases the Owner from any and all claims arising under the Contract except for those set forth in A - B below. However if the Owner does not pay the Contractor the full amount of the payment shown above, such reduction shall not affect the validity of this release. Rather, the amount not paid shall be considered as another claim asserted by the Contractor.

EXCEPTIONS: CONTRACTOR'S CLAIMS AGAINST OWNER

- A. _____
- B. _____

CERTIFIED: CONTRACTOR

In witness Whereof the Undersigned has signed and sealed this Instrument this _____ day _____ 20

Firm: _____

By: _____ Date: _____

Title: _____

State of _____ County of _____ On this _____ day of _____ 20
before me, the undersigned notary public, _____ personally appeared, proved to me
through satisfactory evidence which was _____ to be the person whose name is
signed on this document in my presence.

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF HOUSING AUTHORITY BOARD VOTE:

The _____ Housing Authority met on _____ And voted to approve this Certificate and Payment

Certified: _____, Contract Officer

APPROVED: ARCHITECT

Firm: _____

By: _____

Date: _____

REVIEWED: CONSTRUCTION ADVISOR

Dept of Housing & Community
Development

By: _____

Date: _____

APPROVED: DIRECTOR CONST. MANAGEMENT UNIT

Dept of Housing & Community Development

By: _____

Date: _____

CERTIFICATE OF FINAL COMPLETION

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This form should originate with the Architect

Contractor _____ Owner: _____ Housing Authority _____

Phone _____ Phone _____
Fax _____ Fax _____
Development No _____ Period Ending _____
Contract for: _____ FISH No: _____

THE PARTIES AGREE THAT THE STATUS OF THE CONTRACT IS AS FOLLOWS:

I. CONTRACT TIME

1. The Date of Substantial Completion is _____
2. The Date of Substantial Completion as Extended by Change Order is _____
3. The Actual Date of Substantial Completion is: _____
4. Overrun in Contract Time _____

II. CONTRACT SUM

1. The Original Contract Sum is _____ \$
2. The Sum of Approved Change Orders to Date is _____ \$
3. The Adjusted Contract Sum is _____ \$
- LESS:**
4. Sum of authorized payments to date: _____ \$
5. Sum of other claims by Owner: _____ \$

III. THAT APPLICATION FOR PAYMENT NO. _____ IS DUE & PAYABLE IN THE AMOUNT \$ _____

Copy Attached

THE UNDERSIGNED CONTRACTOR HEREBY CERTIFIES THAT: *The Contractor should complete items 1-5 and certify below*

1. All Work, including work required under change order(s) has been performed in accordance with the terms of the Contract.
2. All changes to the Work (except minor modifications and field adjustments) have been authorized in writing by the Owner.
3. All laborers and mechanics have been paid at least the minimum wage rates as set forth in the Contract, and
4. There have been no claims made for infringement of any patent.
5. By accepting the payment shown in line III the Contractor releases the Owner from any and all claims arising under the Contract.

CERTIFIED: CONTRACTOR

In witness Whereof the Undersigned has signed and sealed this Instrument this _____ day of _____ 200

Firm: _____

By: _____ Date: _____

Title: _____

State of _____ County of _____ On this _____ day of _____ 20
before me, the undersigned notary public, _____ personally appeared,
proved to me through satisfactory evidence which was _____ to
be the person whose name is signed on this document in my presence.

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF HOUSING AUTHORITY BOARD VOTE:

The _____ Housing Authority met on _____ And voted to approve this Certificate and Payment

Certified: _____ Contract Officer

APPROVED: ARCHITECT

Firm: _____

By: _____

Date: _____

REVIEWED: CONSTRUCTION ADVISOR

Dept of Housing & Community Development

By: _____

Date: _____

APPROVED: DIRECTOR CONST. MANAGEMENT UN

Dept of Housing & Community Development

By: _____

Date: _____

SECTION 01.78.39

PROJECT RECORD DRAWINGS

78.1 GENERAL REQUIREMENTS

- A. This section specifies the requirements for maintaining and preparing Projects Record Drawings during and at the completion of the Work.
- B. Record Drawings shall consist of all the Contract Drawings.

78.2 RELATED DOCUMENTS

- A. This section supplements the General Conditions.
- B. Consult the individual sections of the specifications for cleaning of Work installed under those sections.
- C. Section 01.29.00 Payment Procedures.
- D. Section 01.77.00 Project Close Out

78.3 PROCEDURES DURING CONSTRUCTION

- A. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish, at no charge to the Mechanical and Electrical Subcontractors the drawings of their portion of the Work for the same purpose.
- B. The Contractor and the above Subcontractors shall keep their marked up As Built set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include:
 - (1) The location and dimensions of underground and concealed Work, and any architectural, mechanical, or electrical variations from the Contract Drawings.
 - (2) All changes, including those issued by Addendum, Change Order, or instructions by the Architect shall be recorded.
- C. Marked up As Built drawings shall be prepared for the entire project and include all Work, including but not limited to:
 - (1) The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) foot intervals and at all changes of direction.
 - (2) The location of all internal utilities and appurtunces, 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.
 - (3) The location of these, items shall be shown by offsets to structure and drawing grid lines.
- D. The tolerance for the actual location of these items on the marked up As Built Drawings shall be plus or minus two (2) inches.
- E. Each item shall be referenced by showing a tag number, areas served, and function on the marked up As Built drawing

- F. The Architect may periodically inspect the marked up As Built drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly applications for payment.

4. PROCEDURES AT COMPLETION

- A. At Substantial Completion the Contractor shall submit the complete set of marked up As Built drawings to the Architect. The Contractor shall check all marked up As Built drawings prepared by subcontractors and certify in writing on the title sheet of the drawings that they are complete and correct, prior to submission to the Architect.
- B. The Architect shall review the marked up As Built drawings and verify by letter to the Owner that the Work is complete. The Architect shall incorporate all changes onto the original drawings.
- C. The Contractor may make a written request for copies of the completed Record Drawings. The Contractor shall reimburse the Owner directly for the cost of printing of any requested Record Drawings.
- D. Submission of accurate marked up As Built drawings and their approval by the Architect shall be a condition precedent to final payment.

END OF SECTION 01 78.39

Technical Requirements

SECTION 02.07.20

MINOR DEMOLITION FOR REMODELING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Remove designated building equipment and fixtures.

1.02 SUBMITTALS

- A. Submit demolition and removal procedures and schedule.

1.03 EXISTING CONDITIONS

- A. Conduct demolition to minimize interference with adjacent building areas and Owners normal operations. Maintain protected egress and access at all times.
- B. Provide, erect, and maintain temporary barriers and security devices.

1.04 PREPARATION AND EXECUTION

- A. Allow and maintain clear paths of egress during construction activities.
- B. Protect existing items which are not indicated to be altered. Contractor is held responsible for damage permitted.
- C. Demolish in an orderly and careful manner. Protect existing supporting structural members.
- D. Except where noted otherwise, immediately remove demolished materials from site.
- E. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
- F. Do not remove VCT flooring where it is to be encapsulated in wood structured floors of the original school building.
- G. Remove demolished materials from site as work progresses. Do not allow accumulation of rubbish. Pick up debris daily. Upon completion of work leave areas of work in clean condition. Owner's judgment is final.
- H. Legally dispose of all debris and rubbish off site at no cost to the Owner.

1.05 REMOVAL SCHEDULE:

- A. Demolish all existing VCT flooring, and rubber base in common hallways, the elevator, some stair landings, the laundry room, and a small amount of carpet in stairways. Also demolish half walls in the Chestnut Street lobby. Protect all else from damage during construction.
- B. Any and all other demolition required for a complete project, as (may or may not be) shown on the drawings and specifications.

END OF SECTION

SECTION 06.00.00
ROUGH CARPENTRY

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide and install plywood underlayment over structural wood floor areas on top of existing VCT flooring in the original school building, where shown on the drawings.

1.02 QUALITY ASSURANCE

- A. Lumber to have visible grade stamp of an agency certified by NFPA.

1.03 REFERENCE STANDARDS

- A. PS 1 Construction and Industrial Plywood.
- B. PS 20 American Softwood Lumber Standard.
- C. NFPA National Forest Products Association National Design Specification for Grade Lumber and Its Fastening.
- D. NFPA National Fire Protection Association: NFPA 5000, NFPA 101, NFPA 703, and NFPA 255
- E. American Society for Testing and Materials: ASTM E84
- F. Underwriter Laboratories: UL 723

1.04 RELATED WORK

- A. General Conditions, Supplementary General Conditions, Special Conditions and General Requirements.

PART 2 PRODUCTS

2.01 LUMBER AND SHEET MATERIALS

- A. Plywood underlayment: A/C grade; Douglas Fir, thickness, minimum 5/16". Grading and definition of plywood to comply with "Voluntary Product Standard PS 1-95 Construction and Industrial Plywood." The producer shall include a Certificate of Inspection with each shipment. Grade mark each panel in compliance with applicable standards.

2.02 ACCESSORY MATERIALS

- A. Nails and Staples; plain finish for other locations; minimum 2" long to suit application (unless noted otherwise).

PART 3 EXECUTION

3.01 PLACEMENT

- A. Install underlayment with staggered joints. Secure rigidly in place.
- B. Space nails and staples at maximum 8" on center..
- C. Construct members of continuous pieces of longest possible lengths.

END OF SECTION

SECTION 09.65.10

RESILIENT TILE FLOORING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Resilient luxury vinyl tile flooring (commercial grade with 40 mil wear layer). See drawing for locations.
- B. Rubber Base

1.2 REFERENCES

A. American Concrete Institute (ACI):

- 1. ACI 302.1 Guide for Concrete Floor and Slab Construction.
- 2. ACI SP-15 Field Reference Manual - Standard Specifications for Structural Concrete.

B. ASTM International:

- 1. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish-Coated Floor Surfaces as Measured by the James Machine.
- 2. ASTM E648 Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
- 3. ASTM E662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- 4. ASTM F137 Standard Test Method for Flexibility of Resilient Flooring Materials with Cylindrical Mandrel Apparatus.
- 5. ASTM F386 Standard Test Method for Thickness of Resilient Flooring Materials Having Flat Surfaces.
- 6. ASTM F536 Test Method for Size of Resilient Floor Coverings.
- 7. ASTM F540 Test Method for Squareness of Resilient Floor Tile by Dial Gage Method.
- 8. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- 9. ASTM F925 Standard Test Method for Resistance to Chemicals of Resilient Flooring.
- 10. ASTM F970 Standard Test Method for Static Load Limit.
- 11. ASTM F1514 Standard Test Method for Measuring Heat Stability of Resilient Vinyl Flooring by Color Change.
- 12. ASTM F1515 Standard Test Method for Measuring Light Stability of Resilient Vinyl Flooring by Color Change.
- 13. ASTM F1700 Standard Specification for Solid Vinyl Floor Tile.
- 14. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- 15. ASTM F1914 Standard Test Method for Short-Term Indentation and Residual Indentation of Resilient Floor Covering.
- 16. ASTM F2170 Standard Test Method for Determining Relative Humidity in

Concrete Floor Slabs Using in situ Probes.

C. Americans with Disabilities Act (ADA) of 1990.

D. Federal Specifications (FS):

1. Federal Standard Number 501a (Notice 1) Federal Test Method Standard for Floor Covering, Resilient, Non-Textile, Sampling and Testing Method 6211 Dimensional Stability.

E. National Fire Protection Association (NFPA):

1. NFPA 253 Standard Method of Test for Critical Radiant Flux for Floor Covering Systems Using a Radiant Heat Energy Source.
2. NFPA 258 Recommended Practice for Determining Smoke Generation of Solid Materials.

1.3 SYSTEM DESCRIPTION

A. Performance Requirements:

1. Provide resilient tile flooring which has been manufactured and can be installed to maintain performance criteria stated by manufacturer without defects, damage or failure.

1.4 SUBMITTALS

A. Product Data: Submit product data, including manufacturer's technical specifications, for each type of specified products.

B. Samples: Submit selection and verification samples for finish and colors from manufacturer's full palette of colors.

C. Quality Assurance/Control Submittals: Submit the following:

1. Test Reports: Upon request, submit test reports of physical performance and characteristics from recognized test laboratories.
2. Technical Specifications: Submit manufacturer's technical specification document that certifies products meet or exceed specified requirements.
3. Manufacturer's Instructions: Submit manufacturer's installation instructions for resilient flooring.

D. Closeout Submittals: Submit the following:

1. Maintenance Data: Maintenance data for installed products. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.
2. Warranty: Submit warranty documents specified herein.

1.5 QUALITY ASSURANCE

- A. Manufacturer: The manufacturer of the flooring product must be accredited to both ISO 9001 (Quality Management System) and ISO 14001 (Environmental Management System).
- B. Flooring Contractor Qualifications:
 - 1. The awarded contractor shall be an established firm with experience in the installation of the specified product and have access to all manufacturers' required technical, maintenance, specifications and related documents.
 - 2. The flooring contractor shall have completed at least five (5) projects of similar scope, material and complexity, and must provide project reference details including contact names and telephone numbers.
- C. Installer Qualifications: An experienced installer, as determined by contractor, who has specialized in the installation of work similar to that required for this project is to perform the work of this section.
 - 1. Installation procedures should be in strict accordance with Amtico International published technical documentation and shall not begin until the work of all other trades has been completed.
- D. Preinstallation Meetings: Conduct preinstallation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

1.6 DELIVERY, STORAGE & HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Storage and Protection: Store materials flat, protected from exposure to harmful weather conditions, between 50°F - 81°F and 50% (\pm 10%) relative humidity.

1.7 PROJECT CONDITIONS

- A. Substrate Conditions: Use the current test methods described below to determine the dryness as required to ensure initial and long-term success:
 - 1. Comply with ASTM F1869 testing procedures.
 - 2. Comply with ASTM F2170 testing procedures.
 - 3. The Contractor shall be responsible for conducting in situ relative humidity testing (ASTM F2170) or calcium chloride testing (ASTM F1869). Perform minimum of 3 tests for the first 1000 square feet, and at least one test for each additional 1000 square feet, to ensure concrete internal relative

humidity does not exceed 80% or moisture vapor emissions do not exceed 5.0 lb per 1000 square feet within a 24 hour period.

4. Moisture testing to be completed prior to demolition of all carpeting. Remove existing carpeting in test locations as necessary only. Commence demolition of all carpeting once Architect has given approval.
- B. The Flooring Contractor shall verify in writing to the Architect and Owner, a minimum of seven (7) days prior to scheduled resilient flooring installation, the following substrate conditions:
1. Moisture: Maximum of 80% internal relative humidity tested in accordance with the current ASTM F2170 or maximum of 5.0 lb Moisture Vapor Emission Rate tested in accordance with the current ASTM F1869.
 2. Alkalinity (ASTM F710): Between 7.0 - 10.0 pH.
 3. Suitability of Substrate Surface: Ensure that substrate surface is sound, smooth and flat to 1/8 inch in 10 feet (3.2 mm in 3.1 m).
 4. For substrate conditions that require additional preparation, Flooring Contractor shall furnish Owner with written documentation detailing noncompliance, proposed remediation, timing and cost.
- C. Environmental Requirements/Conditions: In accordance with manufacturer's recommendations. Areas to receive flooring shall be clean, fully enclosed, weathertight with stable environmental conditions between 64°F - 81°F and 50% (\pm 10%) relative humidity. The flooring material shall be conditioned in the same manner.
- D. Temperature Requirements: Maintain air temperature and relative humidity levels in spaces where products will be installed for time period before, during and after installation as recommended by manufacturer.
1. Temperature Conditions: Maintain 64°F - 81°F for 48 hours before, during and continuously after installation.
 2. Relative Humidity Conditions: Maintain 50% (\pm 10%) relative humidity for 48 hours before, during and continuously after installation.
- E. Close spaces to traffic during resilient flooring installation and for time period after installation recommended in writing by the manufacturer.
1. No foot traffic for 24 hours after installation.
 2. No point loads for 48 hours after installation.
 3. Wait 48 hours after installation before any wet maintenance is performed.
- F. Install resilient flooring material and accessories after all other finishing operations, including painting, have been completed.

1.8 WARRANTY

- A. Project Warranty: Provide original contractor's written two (2) year written warranty for all materials and labor to make any and all repairs and replacements on the project.

- B. Manufacturer's Warranty: Submit manufacturer's Commercial Limited Warranty and Quantum Guard HP Wear Warranty for Architect's acceptance. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
1. Warranty Period: Twenty (20) years commencing on Date of Substantial Completion for both the Commercial Warranty and the Quantum Guard HP Wear Warranty.
 2. Warranty Acceptance: Architect and Housing Authority are sole authority who will determine acceptability of manufacturer's warranty documents.

1.9 MAINTENANCE

- A. Extra Materials: Deliver extra materials from same production run as products installed to Owner. Package products with protective covering and identify with descriptive labels.
1. Quantity: Furnish quantity of full-size units equal to 5% of amount installed.
 2. Delivery, Storage and Protection: Comply with Owner's requirements for delivery, storage and protection of extra materials.

PART 2 PRODUCTS

2.1 RESILIENT TILE FLOORING

- A. Manufacturer (basis of design): Amtico International (Mannington Commercial)
1. Contact: 66 Perimeter Center East, Suite 700, Atlanta, GA 30346; Telephone: (800) 268-4260, (404) 267-1900; Fax: (404) 267-1901; E-mail: TUinfo@amtico.com;UT website: TUwww.amtico.comUT.
 2. This product has been approved by the Owner as proprietary because there appears to be no other product on the market with an equivalent wearing thickness
- B. Amtico Luxury Solid Vinyl PlankTile (LVP):
1. Product Testing (Minimum): Provide manufacturer's products which have been tested to meet the following minimum test standards:
 - a. Comply with ASTM F1700, including the following:
 - 1) Classification (ASTM F1700): Class III (Printed Film) Types A & B.
 - 2) Flexibility (ASTM F137): 1 inch (25.4 mm) mandrel, no crack or break; pass.
 - 3) Total Thickness (ASTM F386): 0.100 inch (2.5 mm) +/- 0.005 inch (0.127 mm), satisfies requirement.
 - 4) Chemical Resistance (ASTM F925): Excellent resistance.
 - 5) Heat Resistance (ASTM F1514): $\Delta E < 8$ average; satisfies requirement.

- 6) Light Stability (ASTM F1515): $\Delta E < 8$ average; satisfies requirement.
 - 7) Short-Term Residual Indentation (ASTM F1914): $< 8\%$, satisfies requirement.
 - 8) Tile Size (ASTM F536): ± 0.016 inch/lineal foot (0.4 mm/305 mm); satisfies requirement.
 - 9) Tile Squareness (ASTM F540): Maximum 0.010 inch (0.25 mm); satisfies requirement.
 - 10) Dimensional Stability (Fed. Std. No. 501a Method 6211): Maximum 0.020 inch/lineal foot (0.51 mm/305 mm); satisfies requirement.
- b. Wearlayer Thickness (EN 429): 40 mils (1.0 mm).
 - c. Weight (EN 430): 29 lb/45 ft² (0.7 lb/ft²).
 - d. Static Load Limit/Long-Term Indentation (ASTM F970) Armstrong Modified 1000 psi: Pass.
 - e. Fire Performance:
 - 1) Critical Radiant Flux (ASTM E648 and NFPA 253): > 0.45 W/cm, Class 1.
 - 2) Optical Smoke Density (ASTM E662 and NFPA 258) Non-Flaming DM Corrected: < 450 ; pass.
 - f. Slip Resistance (Dry Static Coefficient of Friction) (ASTM D2047 James Test): 0.6, ADA compliant.
 - g. Abrasion Resistance:
 - 1) Taber Test (H22 wheels, 1 kg load, 1000 cycles): 0.14 g.
 - 2) Thickness Loss (EN 660 Group T): 0.077 mm.
 - h. Caster Chair Test (EN 425): Pass.
 - i. Thermal Conductivity (DIN 52612): 3.0 to 4.5 Btu/in/ft²/degree F (0.4 - 0.65 W/mK); suitable for radiant heating.

2. Collection: Amtico Signature - Wood

- a. Product Designation and Color: To be chosen from manufacturer's full palette for this collection.
- b. Size: 4.5" x 36" (114 x 915mm).
- c. Thickness: 0.100 inch (2.5 mm).
- d. Edge: micro-beveled
- e. Surface Texture: to be chosen from manufacturer's standard choices

C. Installation Adhesive: Amtico 373 Adhesive

2.2 ACCESSORIES/ADHESIVES/SEALERS

- A. Rubber (not vinyl) base shall be ribbed backed, 0.125 inch gage thick, rounded top. All bases shall be 4 inches high. Rubber base for use with resilient flooring or where sealed concrete is scheduled shall be topset type cove base. Continuous

roll stock. ***No 4 foot lengths will be accepted.*** Color to be selected by Architect.

- B. Sub-Floor Filler: White premix latex; mix with water to produce cementitious paste.
- C. Primers and Adhesives: Asphaltic Waterproof; of types recommended by resilient flooring manufacturer for specific material.
- D. Cleaning: Thoroughly clean the new flooring prior to waxing.
- E. Sealer and Wax: Type recommended by resilient flooring material manufacturer for material type and location. Contractor to install two (2) coats of floor wax at completion of the project.

2.3.1 TRANSITION STRIPS

- A Raised LVP to Carpet: Schluter RENO-T, 7 mm mill finish aluminum.
- B LVP to Carpet, both on flat concrete: Schluter RENO-U, 10 mm mill finish aluminum.
- C Raised LVP to Ceramic Tile: Schluter RENO-T, 8 mm mill finish aluminum.

2.4 PRODUCT SUBSTITUTION

- A. Substitutions: Product substitutions are allowed provided that sufficient documentation is provided to demonstrate another product's equivalency to the product listed herein.

2.5 SOURCE QUALITY CONTROL

- A. Source Quality Control: Obtain resilient tile flooring proprietary products, including vinyl tile and adhesive, from a single manufacturer.

PART 3 EXECUTION

3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data for substrate condition, preparation and installation, including product technical bulletins, product catalog installation instructions and product packaging instructions for installation. Flooring contractor must examine areas and conditions under which resilient flooring and accessories are to be installed and must notify Owner in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in manner acceptable to Owner and Architect.

3.2 EXAMINATION

- A. Substrates: Examine and verify that all substrates, which have been previously installed under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

- B. Concrete Substrate Testing: Prior to flooring installation, test concrete substrates for internal relative humidity (maximum 80% per ASTM F2170) or water vapor emission (maximum 5.0 lb per ASTM F1869) and alkalinity (7.0 - 10.0 pH per ASTM F710) harmful to resilient flooring installation performance. Consult resilient flooring manufacturer for requirements pertaining to proprietary resilient flooring products. Include testing costs in contract sum.

3.3 PREPARATION

A. Surface Preparation for Concrete subfloor:

1. The subfloor must be smooth, firm, flat, clean, dry, free from defects and fit for purpose. A suitable smoothing compound should be used to ensure that no irregularities show through to the surface of the finished floor. In all cases, the subfloor must meet the moisture and pH requirements before installation.
2. Always follow manufacturer's written recommendations for the use and installation of their appropriate surface preparation materials.
3. Record and file site conditions, test results and any corrective action(s) taken. Maintain this documentation throughout the warranty period.
4. Subfloor must be clean (free of dirt, sealers, curing, hardening or parting compounds or any substance that may stain or prevent adhesion), smooth, flat, sound, fit for purpose and free of movement, excessive moisture and high alkalinity.
5. Slick surfaces such as power-troweled concrete shall be abraded or profiled to allow for a mechanical bond between the adhesive and subfloor.
6. Remove existing VCT and carpeting; remove all residual adhesive, paint or other contaminants following RFCI recommended work practice. The use of adhesive removers or solvents in the abatement or removal of existing or old adhesives is prohibited and may void any warranty.
7. Retain existing VCT at wood structural floor where indicated on drawings and cover with 5/16" A/C plywood. Ramp down to new LVP flooring over a distance of 48" using appropriate floor leveling compound. Provide transition strips at doorways to accommodate anticipated 7/16" height change.
8. Perform corrective actions necessary for elevated moisture or high alkalinity conditions.
9. Surface flatness for all subfloors: The surface shall be flat to 3/16" (3.9 mm) in 10 ft. (3050 mm) and 1/32" (0.8 mm) in 1 ft. (305 mm). Bring high spots level by sanding, grinding etc. and fill low spots. Smooth surface to prevent any irregularities or roughness from telegraphing through the new flooring.
10. Leveling and patching: For concrete subfloors, use only high quality Portland cement-based materials (minimum 3000 psi compressive strength according to ASTM C109 or ACI). Mix with water only; do not use latex. Caution: Do not lightly skim coat highly polished or slick power-troweled concrete surfaces. A thin film of floor patch will not bond to a slick subfloor and may become a bond breaker, causing flooring to release at the interface of the subfloor and patching material. If in doubt,

perform a bond test prior to commencing with the installation.

11. Start of flooring installation indicates acceptance of subfloor conditions and full responsibility for completed work.
12. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

3.4 PRE-INSTALLATION

- A. Acclimation: The installation area and materials to be installed shall be maintained at a minimum of 65°F (18.3°C) and a maximum of 85°F (29.4°C) for 48 hours before, during and for 48 hours after completion of the installation. Relative humidity level extremes should also be avoided. General recommended humidity control level is between 35-55%. If a system other than the permanent HVAC source is utilized, it must provide proper control of both temperature and humidity to recommended or specific levels for the appropriate time duration.
- B. Flooring materials: Check that the quantity of Commercial LVP and adhesive are sufficient for area to be installed. Check material for visual defects before installation. Installation of flooring acknowledges acceptance of materials. Report discrepancies immediately to Mannington Commercial at 800.241.2262 ext. 2 (Claims), as installation of products installed with visual defects, mixed production runs or incorrect style will not be honored.
- C. Expansion joints, isolation joints or other moving joints are incorporated into concrete floor slabs in order to permit movement without causing random cracks in the concrete. These joints must be honored and not filled with underlayment products or other materials, and floor coverings must not be laid over them. Expansion joint covering systems should be detailed by the architect or engineer based upon intended usage and aesthetic considerations.
- D. Surface cracks, grooves, depressions, control joints or other non-moving joints, and other irregularities shall be filled or smoothed with high quality Portland cement-based patching or underlayment compound for filling or smoothing, or both. Patching or underlayment compound shall be moisture, mildew, and alkali-resistant, and shall provide a minimum of 3000 psi compressive strength after 28 days, when tested in accordance with ASTM C109 or ASTM C472, whichever is appropriate.
- E. Subfloor preparation: Make sure all surfaces to be covered are completely clean, dry and smooth and that all necessary subfloor preparation has been properly completed and documented.
- F. Inspect substrate: Perform final acceptance inspection of substrate.
- G. Adjacent surfaces protection: Protect adjacent work areas and finish surfaces from damage during product installation.
- H. Flooring protection: Commercial LVP should be the last material installed to

prevent other trades from disrupting the installation and adhesive set-up or damaging the floor.

I. Start of flooring installation indicates acceptance of current subfloor conditions and full responsibility for completed work.

J. Layout

1. Flooring product has arrows imprinted on the back. Lay all arrows pointing in the same direction. Run planks parallel to the room or primary wall.
2. Plank flooring should have end joints offset by at least 6" and staggered to create a random appearance that avoids alignment of end joints. All arrows should point in the same direction.
3. The layout shall be approved by the Owner and Architect.
4. Establish center marks and determine start point to balance installation in room and have equal tile widths on opposite sides of room. This can be facilitated by dry-laying tiles and marking base lines.
5. The room layout must be set up so that all flooring can be installed while staying off freshly installed tiles. This will minimize tile shifting, adhesive displacement and wet adhesive from oozing up and getting onto the face of the tiles. This can be accomplished by creating work zones outlined with chalk lines to spread adhesive aligned with established base lines. Create work zones that are no wider than the installers' comfortable arm reach and in multiples of the tile width.
6. All installations: Spread only the amount of adhesive that can be covered within the working time specific to the adhesive being used.
7. When all preparatory work is satisfactorily completed, including dry-fitting cut tiles, proceed with installation. Inspect each tile for visual defects before installing. Installation of the flooring implies acceptance of materials.

K. Adhesive: Apply adhesive to substrate in accordance with manufacturer's instructions, including trowel notching, adhesive mixing and adhesive open and working times.

L. Adhesive: Provide adhesive appropriate for existing subfloor conditions. Provide adhesive manufactured by same manufacturer as resilient flooring.

1. Amtico 373 Adhesive: Amtico 373 is a solvent-free, nonflammable, freeze/thaw stable acrylic latex adhesive. The maximum moisture limits must be no greater than 5 lbs. MVER per ASTM F1869 and/or 80% relative humidity per ASTM F2170 with a pH limit of 10. Amtico 373 can be used to install LVF over porous subfloors using a 1/16" x 1/16" x 1/16" square-notch trowel with an approximate spread rate of 150-180 sq. ft. per gallon, and over non-porous subfloors using a 1/32" x 1/32" x 1/16" fine-notch trowel with an approximate spread rate of 200-240 sq. ft. per gallon. It should be used as a semi wet-set adhesive. See adhesive spec and label for details.
2. Amtico High Moisture PS Adhesive: Moisture resistant transitional

pressure sensitive adhesive. The maximum moisture limits for new concrete are 12 lbs. maximum MVER per ASTM F1869 and/or 99% relative humidity per ASTM F2170 with a pH limit of 12. Renovations or older slabs must not exceed moisture tolerances of 8 lbs. maximum MVER, 90% relative humidity and a pH of 10. The adhesive will not correct pre-existing moisture problems in older concrete subfloors. Amtico High Moisture PS Adhesive can be used to install LVF over porous subfloors using a 1/16" x 1/32" x 1/32" U-notched trowel with an approximate spread rate of 250 sq. ft. per gallon, and over non-porous subfloors using a 1/16" x 1/32" x 5/64" U-notched trowel with an approximate spread rate of 350 sq. ft. per gallon. For non-porous subfloors, adhesive must dry completely. See adhesive spec and label for details.

3.5 INSTALLATION

- A. Adhesive application: Follow the instructions on the adhesive labels.
- B. Use a trowel with appropriate notch size. Do not use worn trowels (approximately 600 sq. ft. usage on concrete).
- C. Spread adhesive evenly with proper trowel held at 60 degree angle, avoiding skips or voids and excessive adhesive application.
- D. Only spread sufficient adhesive that can be covered within the adhesive working time.
- E. Tiles/planks must be placed into adhesive as specified (follow label directions).
- F. Install rows to chalk line making sure tiles/planks are precisely aligned with chalk line and adjacent tiles.
- G. Randomly check tiles/planks for complete coverage of adhesive onto back of tile, especially near the end of each adhesive spread. If there is little or no adhesive transfer, or if the adhesive has flashed off or skinned over, adequate bonding may not be possible. Scrape the flashed-off adhesive from the floor, and spread fresh adhesive.
- H. If tiles/planks shift, use releasable masking tape diagonally over seams to keep tiles tight and aligned.
- I. Wet-set application: Do not work on top of freshly installed flooring. This will minimize tile/plank shifting and adhesive displacement, and prevent wet adhesive from oozing up and getting onto the surface of the new flooring.
- J. The floor must be rolled in both directions using a 100-lb. 3-section roller. Roll floor as soon as conditions permit, without the tiles/planks sliding or adhesive bleeding to the surface. Roll floor again, 90 degrees to the first direction, within 1 hour. Adhesives should provide 100% uniform adhesive transfer (no visible trowel ridges) onto the back of the tile/plank, and not cause adhesive

- to squeeze out between tiles/planks. Pressure Sensitive Adhesive will not transfer 100% to the backing of the tile/plank. Be sure not to exceed the 3 hour working time.
- K. Clean excess adhesive as you install, before it is allowed to dry. Use a soapy, clean, soft cloth to remove wet excess adhesive.
 - L. Clean up all debris as you work.
 - M. Wait 24 hours for normal foot traffic and 48 hours for point and rolling loads after installation.
 - N. During first five days, minimize heavy wet cleaning to allow adhesive to fully set.
 - O. Protecting new installations: New installations must be protected while the adhesive cures. Early foot traffic, point or rolling loads can cause adhesive displacement or breaking of the bond between the adhesive and the tile or substrate.
 - P. New resilient flooring to abut other existing dissimilar floor finishes.

3.6 CLEANING & PROTECTION

- A. Contractor responsible for initial cleaning as defined by manufacturer's commercial maintenance guidelines.
- B. Provide Owner with manufacturer's commercial maintenance guidelines. Contractor to inform Owner of proper maintenance methods in compliance with requirements of warranty.

END OF SECTION



EMSL Analytical, Inc.

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EMSL Order: 042317449

Customer ID: GECL78

Customer PO:

Project ID:

Attention: EMSL Reports

Green Environmental Consulting, Inc.

180 Pleasant St

2nd Floor, Suite 213

Easthampton, MA 01027

Phone: (413) 341-3418

Fax: (413) 341-3419

Received Date: 07/19/2023 10:00 AM

Analysis Date: 07/24/2023

Collected Date:

Project: Ludlow Housing Authority - Chestnut St / Project Number: 03927 / 39 Chestnut St Ludlow, MA 01056

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
03927-01A 042317449-0001	1st Floor Hall - Main Entry by Elevator - 12" Green Smears Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-02A 042317449-0002	1st Floor Hall - Main Entry by Elevator - Floor Tile Mastic (Yellow)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-03A 042317449-0003	1st Floor Sitting Room - Under Carpet; Plywood Base - 12" Tan/White Floor Tile	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-03B 042317449-0004	1st Floor North End of Hallway - By Unit 104 - 12" Tan/White Floor Tile	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-03C 042317449-0005	2nd Floor North End of Hallway - By Unit 203 - 12" Tan/White Floor Tile	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-04A 042317449-0006	1st Floor Sitting Room - Under Tan/White Tile Under Carpet - Floor Tile Mastic (Yellow)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-04B 042317449-0007	1st Floor North End of Hallway - By Unit 104 - Floor Tile Mastic (Yellow)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-04C 042317449-0008	2nd Floor North End of Hallway - By Unit 203 - Floor Tile Mastic (Yellow)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-05A 042317449-0009	1st Floor Sitting Room - Under Carpet - Carpet Mastic (Orange)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-05B 042317449-0010	1st Floor North Stairwell - Under Carpet; Concrete Base - Carpet Mastic (Orange)	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-06A 042317449-0011	1st Floor Sitting Room - Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-06B 042317449-0012	1st Floor North End of Hallway - Outside Doorway of North End - Brown Cove Base	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 07/25/2023 21:13:48



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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
03927-07A-Mastic 042317449-0013	1st Floor Sitting Room - Cove Base Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-07A-Mastic 2 042317449-0013A	1st Floor Sitting Room - Cove Base Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-07B-Mastic 042317449-0014	1st Floor North End of Hallway - Outside Doorway of North End - Cove Base Mastic	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-07B-Mastic 2 042317449-0014A	1st Floor North End of Hallway - Outside Doorway of North End - Cove Base Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-08A 042317449-0015	1st Floor North Stairwell - Bordering Carpet - White Cove Base	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-08B 042317449-0016	2nd Floor North Stairwell - Bordering Carpet - White Cove Base	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-09A 042317449-0017	1st Floor North Stairwell - Attached to White Cove Base - Cove Base Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-09B 042317449-0018	2nd Floor North Stairwell - Attached to White Cove Base - Cove Base Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-10A 042317449-0019	North End Stairwell - Next to Ground Entry - 12" Dark Orange Floor Tile	Orange Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-10B 042317449-0020	1st Floor North Stairwell - Bordering Pipe - 12" Dark Orange Floor Tile	Orange Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-11A 042317449-0021	North End Stairwell - Next to Ground Entry - Floor Tile Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (Other)	None Detected
03927-11B 042317449-0022	1st Floor North Stairwell - Under Orange Floor Tile - Floor Tile Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (Other)	None Detected
03927-12A-Leveler 042317449-0023	1st Floor North Stairwell - Under Orange Floor Tile - Gray Floor Leveler	Gray Non-Fibrous Heterogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-12A-Mastic 042317449-0023A	1st Floor North Stairwell - Under Orange Floor Tile - Gray Floor Mastic	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-12B-Leveler 042317449-0024	2nd Floor South End of Hallway - By Laundry Room - Gray Floor Leveler	Gray Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected

Initial report from: 07/25/2023 21:13:48



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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
03927-12B-Mastic 042317449-0024A	2nd Floor South End of Hallway - By Laundry Room - Gray Floor Mastic	Black Non-Fibrous Homogeneous	<1% Cellulose <1% Synthetic	100% Non-fibrous (Other)	None Detected
03927-12C-Leveler 042317449-0025	2nd Floor North End of Hallway - Across from Unit 203 - Gray Floor Leveler	Yellow Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-12C-Mastic 042317449-0025A	2nd Floor North End of Hallway - Across from Unit 203 - Gray Floor Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-13A 042317449-0026	1st Floor South End of Hallway - 30' by 4' Patch - 12" White w/ Black Smears Floor Tile	White/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-13B 042317449-0027	2nd Floor South End of Hallway - 30' by 4' Patch - 12" White w/ Black Smears Floor Tile	White/Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-14A-Mastic 042317449-0028	1st Floor South End of Hallway - Under White Floor Tile - Floor Tile Mastic Black	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-14A-Leveler 042317449-0028A	1st Floor South End of Hallway - Under White Floor Tile - Floor Tile Leveler	Gray Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-14B-Mastic 042317449-0029	2nd Floor South End of Hallway - Under White Floor Tile - Floor Tile Mastic Black	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-14B-Leveler 042317449-0029A	2nd Floor South End of Hallway - Under White Floor Tile - Floor Tile Leveler	Gray Non-Fibrous Homogeneous	<1% Cellulose	100% Non-fibrous (Other)	None Detected
03927-15A 042317449-0030	1st Floor South End of Hallway - Under Gray Leveler; By Laundry - Floor Tile Mastic Black	Black Non-Fibrous Homogeneous	<1% Cellulose	97% Non-fibrous (Other)	3% Chrysotile
03927-16A 042317449-0031	1st Floor Southeast End of Hallway - By SE Stairwell - 12" Light Brown w/Brown Smears Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-16B 042317449-0032	2nd Floor South End of Hallway - Corner of Unit 210 - 12" Light Brown w/Brown Smears Floor Tile	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-17A-Mastic 042317449-0033	1st Floor Southeast End of Hallway - Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

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EMSL Order: 042317449

Customer ID: GECL78

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Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
03927-17A-Leveler <i>042317449-0033A</i>	1st Floor Southeast End of Hallway - Floor Tile Leveler	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-17B-Mastic <i>042317449-0034</i>	2nd Floor South End of Hallway - Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-17B-Leveler <i>042317449-0034A</i>	2nd Floor South End of Hallway - Floor Tile Leveler	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-18A <i>042317449-0035</i>	Elevator - 12" Light Gray w/Black Smears Floor Tile	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
03927-19A <i>042317449-0036</i>	Elevator - Floor Tile Mastic	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Thomas Hawley (45)

Samantha Rundstrom, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Rochester, NY NVLAP Lab Code 600183-0

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