



DESIGN-BUILD

EXHIBIT “J”

DOC SUMMARY INSTRUCTIONS TO TRADE BIDDERS

OLIVE STREET PARKING FACILITY GREENFIELD, MASSACHUSETTS

Re: Town of Greenfield
Olive Street Parking Facility
Olive Street
Greenfield, MA 01301

September 6, 2017
DOC Project No. 2017-107

The Town of Greenfield has seen a rebirth in its downtown area and parking demand exceeds available parking. Further exacerbating this situation is the opening of the new Court House in the downtown area. To alleviate the parking problem, the Town of Greenfield is constructing a new 272 space parking structure on Olive Street. The new structure is designed as a precast single threaded helix. The CM at Risk delivery method has been selected for this project and Daniel O’Connell’s Sons (DOC) was selected to provide these services. Daniel O’Connell’s Sons is soliciting bids for the construction that will include Masonry, Miscellaneous Metals, Waterproofing, Dampproofing and Caulking, Roofing and Flashing, Painting, Plumbing, HVAC, and Electrical as designed by DESMAN, Inc., Boston, MA.

Contract Documents will be available following September 6, 2017. All documents will be available on the Town of Greenfield Purchasing Web site at www.greenfield-ma.gov under “Departments”, ”Purchasing”, “Active Bids/RFQ/RFP”.

PRE-BID MEETING: Tuesday, September 19, 2017 at 2:30PM Pre-bid Conference will be held at DOC’s Field Office at 20 Bank Row, Greenfield MA.

Deadline for Submitting Questions: Tuesday – September 19, 2017 by 5PM. All questions should be submitted in writing to Ms. Audrey LaBonte at purchasing@greenfield-ma.gov. Answers will be provided no later than **5PM Friday, September 22, 2017.**

In accordance with the Bidding Requirements and Contract Documents prepared by the Architect / Engineer:

Awarding Authority – Town of Greenfield Massachusetts

Owners Project Manager – Skanska USA,
Mr. John Benzinger john.benzinger@skanska.com

Construction Manager – Daniel O’Connell’s Sons,
Mr. Robert Aquadro – baquadro@oconnells.com

Trade Bids will be received at the Office of the Mayor:

Ms. Audrey LaBonte
Town of Greenfield
14 Court Square
Greenfield, MA 01301
PHONE: (413) 772-1560

TRADE Subcontractor Bids are due to the Town of Greenfield by 2:00PM on Wednesday September 27, 2017

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BIDDING REQUIREMENTS

1. SCHEDULE

All bidders shall review the attached schedules and incorporate the information and deadlines into their proposals. **Bidders shall concur and comply with the Schedule's requirements.** The attached Project Schedule (**Exhibit N**) should be used as a reference guide for the bidding phase. A detailed Project Schedule will be developed with input from subcontractors and issued after contract award.

Please note that there are liquidated damages on this project. Subcontractors need to provide adequate update on activities and material delivery lead times and to work with the other trades to eliminate the possibility of a late project delivery.

2. INTERPRETATION OF DOCUMENTS

Requests for interpretation of the Bidding Requirements and the Contract Documents shall be in written form and submitted to Ms. Audrey LaBonte at purchasing@greenfield-ma.gov. The Architect will respond to questions in the form of an addendum and will be available to all persons / firms to whom the Contract Documents have been issued. All such addenda shall become part of the Bid Documents and upon execution of the Contract they shall become part of the Contract Documents.

3. INTENT OF DRAWINGS

It is understood that the contract drawings delineate the general intent of the work and that each Subcontractor \ Supplier shall provide whatever incidental material and labor necessary to translate the intent of the documents into a finished and usable structure, notwithstanding the same may have been inferred and \ or omitted from the plans and specifications.

4. SUBSTITUTIONS

Substitutions as allowed by the Contract Documents for specified materials, equipment, or systems proposed by or through the Construction Manager shall be effected only by the evaluation and recommendation of the Architect and acceptance and authorization by the Owner through the issuance of an Addendum, if prior to award of a Contract, or by Change Order after award of a Contract. An approved substitution shall become part of the Contract Documents as if originally incorporated therein.

5. SITE VISIT

With submission of a proposal, the bidder acknowledges that they have inspected the site and have verified to their satisfaction the nature and quantity of the work involved, and that they are familiar with all conditions to be encountered and they will complete all work herein undertaken for the sum set out in their subcontract(s).

6. BONDS

All Trade and Non-Trade Contractors shall provide payment and performance bonds to the CM each in the amount of 100% of the Contract Price.

All trade contracts entered into in accordance with M.G.L. c.149A, §8 shall be secured by performance and payment bonds in the full amount of the trade contract amount from a surety company licensed to do business in the commonwealth and whose name appears on United States Treasury Department Circular 570; provided that the bonds are subject to subsection (3) of section 44F of chapter 149. The Surety Company's underwriting limitation, as further set forth on "Treasury Department Circular 570", must not be less than the full amount required by the bond itself.

Section 44F of chapter 149, states "A performance and payment bond furnished by the subcontractor, either pursuant to the requirements of the prequalification process as established in section 44D3/4 or at the request of a general contractor set forth

in the general bid form, shall be for the benefit of the general contractor; shall secure the performance of the subcontract by the subcontractor; and shall indemnify and hold harmless the general contractor and the surety or sureties under the labor and materials or payment bond furnished by the general contractor to the awarding authority against (i) any and all loss and expense arising out of any and all claims in connection with the performance of the subcontract which would be required to be paid under the labor and materials or payment bond furnished by the general contractor to the awarding authority and (ii) attorneys' fees in the event that the subcontractor, after notice, fails to assume the defense of and defend such claims."

Actual bonding cost associated with the value of the Contract Sum shall be supported by written documentation from the bonding company. No mark up shall be added to the Contract Sum for premiums on bonds and insurance.

If you are an Out Of State Subcontractor you may be required to provide a sales and use tax guarantee bond to the State Department of Revenue in order to secure payment of any sales/use tax on construction materials used in carrying out the contract. The nonresident subcontractor must provide a copy of the certificate to the Construction Manager. The nonresident subcontractor is required to register with the Department Of Revenue even when contracting with a tax exempt entity. The Department will determine if the project qualifies for the exception.

GENERAL REQUIREMENTS

The following is a list of some general requirements for which all Subcontractors \ Suppliers will be responsible to comply with. Please note that this memo in no way releases the Subcontractors \ Suppliers from the requirement established by the Contract Documents. The Subcontractor / Supplier, to the extent that the work to be performed by them, is bound to the Construction Manager by the terms of the Contract Documents, and assumes toward the Construction Manager all the obligations and responsibilities which the Construction Manager assumes toward the Owner.

7. COMMENCEMENT AND COMPLETION WORK

- (A) Work at the project site shall begin as soon as possible after signing of the Subcontract Agreement or Letter of Intent and progress with proper and sufficient workforce and ample supply of materials to satisfy the Construction Manager and to assure overall completion of the work by the dates shown on the preliminary project schedule.
- (B) **Working hours** shall exist between **7:00 AM and 3:30 PM**, Monday through Friday (this does not include shift work). Work beyond these hours, as well as, work on weekends and holidays must be reviewed and approved by Owner at least 24-hours in advance.
- (C) Any manufacturer or supplier upcharges required to meet the schedule shall be included in the bid.

Subcontractor agrees to commence work on the Project within four (4) calendar days after the award of the Contract or Letter of Intent and to substantially complete the work in coordination with the Job Progress Schedule.

8. TAXES

Tax Exempt Certificate to be provided upon execution of subcontract.

The Subcontractor agrees, in the performance of this Subcontract, to comply with all federal, state, county, municipal, and local laws, ordinances, codes and governing regulations; to pay all costs and expenses required thereby; to pay all fees and taxes, including sales and use taxes; and to pay all taxes imposed by any federal, state, county, municipal or local law for employment insurance, pensions, old age benefits, union benefits, or for such other like or comparable purpose.

STATE OF MASSACHUSETTS PROJECTS (SALES TAX)

Nonresident Subcontractors / Suppliers are required to deposit with the Commissioner of Corporations and Taxation (the "Commissioner") a sum equivalent to six and a quarter percent (6.25%) of the total amount to be paid under the Subcontract, or furnish the Commissioner with a guarantee bond satisfactory to the Commissioner in a sum equivalent to six and a quarter percent (6.25%) of such total amount, to secure payment of the tax payable relative to tangible personal property consumed or used pursuant to or in carrying out the subcontract and shall obtain a certificate in duplicate from the Commissioner stating that the requirements of M.G.L.A. Chapter 64h, Section 30A, and Chapter 641, Section 31A have been met. If no certificate is provided by the Commissioner the Construction Manager / Contractor shall retain six and a quarter percent (6.25%) of the total amount of the Subcontract and pay it to the Commissioner on behalf of the nonresident Subcontractor / Supplier.

OTHER STATES – AS REQUIRED BY STATUTE (TAXES)

9. INSURANCE AND INDEMNITY

Subcontractors \ Suppliers shall purchase and maintain appropriate insurance coverages per the Construction Manager's Insurance Requirements (as outlined in Exhibit "A" issued in an addenda and per general conditions per Exhibit "S") and per General Conditions. All Subcontractors \ Suppliers shall comply with the limits stated or indicate what the added cost would be to comply. Sub-Subcontractors shall also obtain and maintain appropriate insurance coverages. All insurance certificates shall name **"The Town of Greenfield", "Skanska USA", "DESMAN Design Management", Jones Whitsett Architects, and "Daniel O'Connell's Sons, Inc." their directors, officers, representatives, agents, employees, and heirs as Additional Insureds.**

10. PERMITS AND FEES

The Construction Manager and Owner will apply and pay for the basic Building Permit. All Subcontractors are to apply and pay for their required permits for the execution of their work. Subcontractors will submit copies of all permits, licenses, certifications, inspection reports, releases, notices, judgments and communications from Authorities having jurisdiction to the Construction Manager. Prior to commencing work, Construction Manager shall submit copies of the required permits to the Owner.

11. RETAINAGE

A **5% percent retainage** shall be withheld from progress payments to all Subcontractors and Major Suppliers or as regulated by State statute.

12. WAGE RATE BREAKDOWN

In reference to Owner's Contract with Daniel O'Connell's Sons all Subcontractors will supply a complete trade hourly wage rate breakdown (Exhibit "L" - Schedule of Wage Rates) as determined for this project to DOC. This wage rate breakdown information, along with the back-up documentation, is required to be presented for each scheduled and/or estimated increase must be provided and negotiated prior to finalizing the Subcontract with each Subcontractor. Wage Rate Breakdowns should be provided for all people who will be associated with the project and should include the breakdown per Exhibit L and needs to also include other miscellaneous items (Safety Equipment, Lodging, Travel, Vehicles, etc.) allowed by the General Conditions, Article 29 Changes in the Work.

13. MARKUP ON CHANGES

Subcontractor or Sub-subcontractor (trade executing the Work) may only markup changes in the Work for overhead and profit by ten percent (10%). All levels above may only markup changes in the Work for overhead and profit by five percent (5%) to a total of 15% maximum. In the event the Contract Documents set forth provisions different than noted above, the allowable markup in the Contract Documents shall prevail.

ALLOWABLE EQUIPMENT RATES FOR CHANGES IN THE WORK

Equipment rate costs for equipment are as follows:

- a. Work less than 40 hours – standard daily bluebook rate divided by 8
- b. Work equal to or greater than 40 hours – standard weekly bluebook rate divided by 40

14. EQUAL OPPORTUNITY

All Subcontractors are to comply with the Owner's Affirmative Action Programs. The Owner encourages the use of businesses and contractors.

15. CERTIFIED PAYROLLS REPORTING

All Subcontractors are required to submit weekly certified payrolls as required in the Contract Documents. Construction Manager and all Subcontractors are responsible for submitting all required documentation which includes, but is not limited to: Weekly Certified Payrolls, Contractor's Weekly Workforce Report, Weekly Payroll Report & Statement of Compliance, etc. See DOC Exhibit "R" for form required to be submitted.

Please Note: **One Copy** of the weekly Certified Payroll Reports must be provided every week (whether the subcontractor is on site or not) for the duration of their presence on this project. If the subcontractor is not on site during a week or more they are still responsible to submit reports indicating 'no work' on site that week until their work is completed. **Failure to submit will be grounds for withholding payment. The weekly Certified Payrolls must be emailed to Laura Treso with Daniel O'Connell's Sons at L.Treso@oconnells.com and an original hard copy mailed to the attention of Laura Treso at 80 Kelly Way, Holyoke, MA 01040.**

16. CODE COMPLIANCE

The Subcontractor and its Sub-subcontractors \ Suppliers shall comply with all applicable codes, ordinances, regulations and requirements of all authorities having jurisdiction.

17. HARASSMENT

Courteous behavior shall be enforced. Working personnel will refrain from harassing any student, faculty, staff member, and visitor or fellow worker. Occurrence will require immediate termination of the responsible person(s).

18. CONDUCT

- (A) No smoking within or adjacent to existing buildings at project site.
- (B) No entering buildings or areas other than that which is within your Scope of Work.
- (C) No calling, shouting or use of profanity.
- (D) No radios, no Walkman radios.

19. PARKING AND DELIVERIES

No parking is available on site or on property. Delivery of material shall be coordinated through the Construction Manager.

20. SITE LOGISTICS

Site Logistics and all activities and or areas to be used need to be approved by the CM and Owner.

Lay-down areas are minimal. Please include off-site storage for large quantity items. All lay-down areas shall be approved by the CM.

The surrounding area will be an operating facility during construction. There are some areas where work will be occurring in close proximity to on-going classes, etc. Subcontractors will be expected to schedule work in these affected areas with the CM. See Exhibit "K" for Site Logistics.

21. NOISE CONTROL

Noise generated by the Subcontractors \ Supplier must be controlled to a maximum level of 80dB. Noise is defined as raised voices, idling and \ or running of gasoline, diesel and electric motors and pneumatic equipment, use of hand tools and contact of two or more similar or dissimilar materials.

22. DAILY CLEANUP AND BACKCHARGE RATES

TRADE AND NON-TRADE SPECIFIC CLEANUP SHALL BE DONE BY THE SUBCONTRACTORS ON A DAILY BASIS TO THE DUMPSTERS PROVIDED ON SITE. If after being given a 24-hour notice to thoroughly clean the premises of debris generated by your trade, DOC will assume these obligations and back-charge your account for all costs associated with these cleaning operations. The subcontractor will be back-charged by the CM at a labor rate of \$100/hour (excludes small tools and equipment which will be added as appropriate), including overhead and profit, to perform this service.

The DOC back-charge rate for all work performed on behalf of a trade or non-trade subcontractor or its sub-subs, other than that of general cleaning, will be billed at DOC's cost plus 15% Markup.

23. SUPERVISION AND WORKFORCE

Subcontractors are required to employ competent supervisory and field personnel and shall coordinate their work with the work of all other trades. The Foreman in charge of the work shall be on-site at all times during the performance of their work. Subcontractors agree to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Project. Any required shift work needed to support the project schedule shall be included in the Subcontractor's bid proposal. Refer to individual specifications for other requirements.

24. COMMUNICATION

All major Subcontractors (contracts valued over \$100,000.00) on the project will be required to have cellular phones as a means of communication with the CM and other trades. All project managers, superintendents, foremen and other key personnel will be required to have cellular phones tied into the business network.

25. TEMPORARY TELEPHONE SERVICE

Subcontractors shall be responsible for their own telephone service.

26. TEMPORARY POWER

The Electrical Trade Subcontractor shall make arrangements for and provide equipment, poles, meter, wiring, switches, outlets, etc. required as necessary to provide for all lighting and power requirements for construction purposes. The Electrical Trade Subcontractor shall be responsible for all negotiations and coordination with the electrical utility company, and shall pay for all electrical company charges associated with the temporary service. Provide and maintain adequate lighting, including lamp replacement, in accordance with all State and Federal laws, with local switching for safe access and egress, security, and for providing adequate illumination for construction operations. Provide a 200 amp temporary service. Remove all temporary equipment when no longer needed. The Construction Manager will pay for the cost of the power consumed.

All Subcontractors are to submit their Assured Grounding Program to the CM for review and each Subcontractor is responsible for its implement and enforcement.

Electric welders are not allowed to be connected to the project's temporary electric system.

27. TEMPORARY HEAT

Temporary heat if required will be provided by the Construction Manager requiring its use.

28. TEMPORARY WATER

All temporary water will be provided by the Construction Manager through a local hydrant. All distribution of water from the hydrant will be by the Subcontractor.

29. TEMPORARY TOILETS

The Construction Manager will provide the necessary portable toilets.

30. TEMPORARY STANDPIPE AND FIRE PROTECTION

The Fire Protection Subcontractor shall supply the temporary fire protection system that is required by the local Fire Authority during the construction process. Any fire protection system, which services adjacent spaces, **shall remain active throughout the Project with no shutdowns.**

31. TEMPORARY PROTECTION

Temporary protection shall be the Trade's responsibility.

32. OWNER'S UTILITY CONNECTIONS

Subcontractors shall notify The Construction Manager (CM) at least 48 hours in advance of the desire to connect, disconnect, turn on, or turn off any utility service from the Owner's supply systems. The CM in turn will notify the Owner's Representative and the actual operation shall be performed by technicians from the Owner's staff.

33. HOISTING AND SCAFFOLDING

Subcontractors shall provide all their own ladders, scaffolding, staging, planking services, hoisting equipment, and all other necessary tools and equipment for the completion of their Subcontract Work. Upon direction of the Construction Manager / Contractor, the Subcontractor shall permit other trades to utilize the Subcontractor's scaffolding, staging, planking services and hoisting equipment when said utilization is consistent with industry standards in a manner not to interfere with Subcontractor's work. In the event that Construction Manager / Contractor provides any hoisting equipment for the Subcontractor, the Subcontractor shall properly secure, rig and guide material or equipment and all risk associated with Subcontractor's use of such hoisting equipment shall be the responsibility of the Subcontractor. Furthermore, in the event that Construction Manager / Contractor provides materials / equipment for multi-trade use, such as but not limited to scaffolding, man-lifts, scissor lifts, etc., the Subcontractor utilizing such equipment shall ensure their employees / subcontractors are properly trained / certified in the safe operation / use of subject matter to recognize the hazards associated with the type of scaffolding, man-lift, scissor lift and to control or minimize those hazards as required by the manufacturer, local safety rules (SSSP) and Federal Occupational Safety and Health Standards. In all cases where equipment is provided by Construction Manager / Contractor for the Subcontractor copies of proper training / licenses shall be submitted by the Subcontractor to Construction Manager / Contractor. The Subcontractor agrees to defend, indemnify and hold harmless the Construction Manager / Contractor as noted in Article 5 of this Contract.

34. GAS-POWERED EQUIPMENT

No gas-powered equipment will be allowed to operate within the confined spaces on the project until it has been cleared for use by the Owner and DOC. Certificates of clearance must be filed with the Project Manager prior to the start of work.

35. STRUCTURAL SHORING

If shoring is required for the completion of any Subcontractor's work, the Subcontractor shall provide labor and material for all structural shoring to include engineered drawings prepared and stamped by a licensed professional engineer in the State which the project is located. The drawings shall be submitted to the Construction Manager for approval prior to any work being done. The engineered drawings are the responsibility of the Subcontractor.

This shoring requirement includes shoring required for demolition by the demolition Subcontractor which will remain in place until the structure is safely supported by new construction.

36. ENGINEERING & FIELD LAYOUT

Subcontractors shall coordinate their work with the work of other trades and shall be responsible for their own field dimensioning and layout from control lines established by the Construction Manager.

37. CUTTING AND PATCHING

Subcontractors shall include all cutting, coring, drilling, punching, patching, firesafing, and reinforcing of holes required for the coordination of work, and shall coordinate the above with the Construction Manager. "Do not cut and patch structural work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio. Prior to the performance of any such work, the Subcontractor shall submit a written request to the Construction Manager. This request will be forwarded to the Architect for approval. (Request for Information Form "RFI")

38. SAFETY

The Subcontractor in its performance of the Work shall comply with all statutory regulations and requirements including, but not limited to (most stringent shall apply):

- (A) Occupational Safety and Health Act of 1970 as amended.
- (B) State Department of Labor and Industries, "Rules and Regulations for the Prevention of Accidents in Construction Operations."
- (C) Follow all safety initiatives directed by DOC representatives and DOC's Insurance Carrier's Loss Control Representative during or following an on-site safety inspection/audit, providing the initiatives fall within the boundary and intent of local, state or federal (OSHA) rules and regulations including Exhibit "O", Project Site Specific Safety Plan (SSSP).

- (D) Subcontractor's site specific safety plan written safety program and Exhibit "O", Project Site Specific Safety Plan (SSSP), which shall be available at the job site for review.
- (E) Local municipal / Owner / Client safety regulations.
- (F) Hard hats and appropriate personal protection equipment (PPE), such as safety glasses, safety shoes and hi-visibility upper body outerwear shall be worn at all times while in the designated construction area. Determining additional PPE requirements, such as use of a face shield while cutting/grinding is the responsibility of the subcontractor. Failure to comply will result in the offender receiving a Notice of Unsafe Practice (1st notice is a documented warning), a second Notice of Unsafe Practice may result in the offender being removed from the Project permanently.
- (G) In the event the Subcontractor receives correspondence or other communication from OSHA due to Subcontractor's employee complaints, Subcontractor must immediately notify and provide copies of alleged documents and communications to Construction Manager / Contractor. In the event OSHA fines are assessed to the Owner, Construction Manager / Contractor or Project, the offending Subcontractor / Supplier agrees to promptly notify Construction Manager / Contractor and pay that portion of such fines assessed that are directly attributable in whole or in part to the actions of Subcontractor or its employees or Sub-subcontractors or Subcontractor's Work.
- (H) Should the Construction Manager / Contractor choose to form a Safety Committee on the project, the Subcontractor may be required to have its Project foreman serve on the Safety Committee, if requested to do so by the Construction Manager / Contractor. The purpose of the Safety Committee will be to monitor overall project safety and suggest methods to improve safety for all on site personnel, visitors to the Property and individuals working adjacent to the Property.-
- (I) Exhibit "O", Project Site Specific Safety Plan (SSSP) will be provided to the Subcontractor / Supplier through the Contract and upon arrival at the Project.
- (J) All employees to be employed at the work site shall have successfully completed an OSHA Ten-Hour (or Thirty-Hour) Construction Certification Program 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. Any employee found on the work site without documentation of successful completion of a course in construction safety and health approved by OSHA that is at least ten hours in duration, shall be subject to immediate removal.
- (K) The Subcontractor Foreman shall attend the Construction Manager / Contractor's Monthly Safety Meetings.
- (L) Subcontractor shall prior to commencing work, furnish to the Construction Manager / Contractor a copy of its company's own Site Specific Safety Plan, which is in addition to their Safety Manual for Construction Manager / Contractor review demonstrating that the Work will be performed in accordance with all applicable safety regulations, including the DOC Project Site Specific Safety Plan (SSSP).
- (M) Prior to commencing work on site, Subcontractor's on-site Supervision will acknowledge, through signature, their review, understanding and agreement of Exhibit "O" confirming they will review the contents of Exhibit "O" with employees assigned to and working on project site. Further, all of the Subcontractor's employees on site shall participate in Project Safety Orientation, acknowledge participation, understanding and agreement and apply Project Specific Hardhat Sticker to hardhats before commencing work.
- (N) Subcontractor shall, upon request by Construction Manager / Contractor, have their Safety Director, Loss Control representative come to the project to audit Subcontractor's safety program, assist with Job Hazard Analyses, and other safety related initiatives and requirements. Subcontractor shall provide Construction Manager / Contractor a written report of each such visit.

In the event the Subcontractor fails within twenty four (24) hours after receiving written notice from the Construction Manager / Contractor to take corrective action to insure compliance with said project safety requirements and/or the removal of rubbish and debris resulting from its Work, the Construction Manager / Contractor shall subcontract to others these obligations and charge the cost of same to the Subcontractor's account without further notice to the Subcontractor. The Subcontractor shall reimburse the Construction Manager / Contractor for all monetary penalties or fines assessed to the Construction Manager / Contractor, for any citations which arise out of or are levied against the Owner or Construction Manager / Contractor as a result of the Subcontractor's failure to take said corrective measures in a timely manner.

The Subcontractor agrees to immediately notify the Construction Manager / Contractor of all accidents/incidents which may occur on the jobsite to persons or property and the Subcontractor shall, within 24 hours of occurrence of the accident/incident, complete a comprehensive accident report (which shall include the statement of all witnesses) and provide the Construction Manager / Contractor with a complete copy of such accident report.

BE CAREFUL TODAY! This is Daniel O'Connell's Sons' motto. We insist on safe practices and will do everything in our power to insure a safe jobsite for everyone. All Subcontractors and Suppliers will be expected to participate actively and rigorously in our goal.

Substance abuse of any kind will not be tolerated and shall evoke immediate termination of employment.

In the event of OSHA fines being charged to the project, the offending Subcontractor agrees to promptly pay that portion assessed against the Construction Manager, directly attributable to his work.

SPECIAL REQUIREMENT: All personnel who arrive on site to perform physical work for which they are contractually obligated are required to attend the Construction Safety Orientation (Orientation). Requirements pertaining but not limited to Safety, Hazardous Materials/Conditions, Environmental, Noise, Dust, Incident Reporting, Emergency Action Plan, etc., are covered. Upon completing Orientation personnel will acknowledge that they have received, understood and will abide by the elements of the Orientation. Once the acknowledgement is signed personnel will receive a hardhat sticker specific to the Project which is to be affixed to the hardhat indicating they have completed the Orientation

39. ASBESTOS OSHA TRAINING – IF APPLICABLE

Please refer to hazardous material investigations and testing specification section and other Contract Documents. Any trade disturbing these areas must be trained in accordance with OSHA standards.

40. HAZARDOUS MATERIALS

When the use or storage or handling of hazardous materials are required for the Work, provide Material Safety Data Sheets (Dept. of Labor Form OSHA-20). The Owner's rights to duplicate and disclose any data furnished under this article is used to (1) apprise personnel of the hazards to which they may be exposed...; and (2) obtain medical treatment for those affected by the material

41. BOXOUTS, SLEEVES, AND ACCESS PANELS

All Subcontractors are responsible to furnish and install their own boxouts and sleeves in the basic structure (slabs, walls, etc.). Access panels in finished surfaces will be supplied and coordinated by the Subcontractor requiring access. They will be installed by the Subcontractor doing the finishes.

42. COORDINATION OF WORK

The Subcontractor \ Supplier shall coordinate its work and deliveries with that of other trades and to follow the scheduling directives of Daniel O'Connell's Sons.

43. PRECONSTRUCTION MEETING

A mandatory Preconstruction Meeting will be held on the jobsite after the award of all major subcontracts. Many general and operational issues will be discussed.

44. PROGRESS MEETINGS

There will be on-site meetings every week. Subcontractors, Suppliers, and Major Sub-sub-contractors will be required to attend the meetings when they are determined to be an active participant within the project's progress or as otherwise required by the Construction Manager. The attendee shall be an assigned Project Manager or other employee approved by the Construction Manager. Failure to attend may result in the offending Subcontractor being directly assessed a fine of \$100 per incident.

45. FOREMEN'S MEETING

Foremen's Meeting shall be held weekly. Jobsite foremen are required to attend and participate.

46. MEP COORDINATION

Coordination meetings will be held as needed via GoToMeeting and on site. All applicable subcontractors are required to attend and shall have a representative present who has authority to make coordination decisions in the meeting. Coordination drawings will be generated from these meetings by all mechanical and electrical trades.

47. CONSTRUCTION MANAGEMENT SOFTWARE PROGRAM

DOC will be using Newforma, a web-based construction management software program and e-mail. All Subcontractors and Major Suppliers will be required to use this software in combination with e-mail. Access to the website will be awarded to successful bidders.

48. SHOP DRAWINGS AND SUBMITTALS

Submittals are to be electronically transmitted via DOC web based project management software, Newforma. Access to the software is free. Submittals are to include the following:

- (A) Submittal transmittal
- (B) All materials subject to approval by the Architect
- (C) Brochures and/or literature packets from the manufacturer
- (D) Samples as required by specifications (minimum of 3) – coordinate distribution with DOC PM
- (E) Certificates of product data as required by specifications

The Subcontractor shall not be relieved of responsibility for any deviations from the requirements of the Contract Documents by the Architect's approval of the shop drawings, product data, or samples unless the Subcontractor has specifically informed the Architect, in writing, of such deviation at the time of submission and the Architect has given written approval to said deviation.

49. PROGRESS RECORD DRAWINGS

The Construction Manager and Subcontractors shall maintain, at the Construction Manager's field office, a record copy of the Construction Documents. All Trades shall record changes and progress made during construction on a weekly basis. Monthly progress payment by the Owner will only be contingent upon these documents being correct and current.

50. RECORD DRAWINGS AND O&M MANUALS

All Subcontractors \ Suppliers are responsible for their record drawings (as-builts), O&M Manuals, guarantees, etc., and other closeout items required by the Contract Documents. These items should be collected and submitted via Newforma as the project nears completion (28 days prior to completion). **There will be no retainage reduction until these items are submitted and approved.**

51. STARTING SYSTEMS

The start-up and testing of systems or equipment will be coordinated with the Construction Manager, Owner, Architect, and the Commissioning Agent. A seven-day written notice is required prior to the start-up of each item.

52. COORDINATION OF WORK WITH OWNER'S ACTIVITIES

The Owner reserves the right to limit and/or cease work of the Subcontractors in the event of special functions located on their property. Such functions may be commencement activities, convocations, reunions, reading week, etc. All Subcontractors will be expected to work together with Construction Manager to accommodate the Owner.

53. DANIEL O'CONNELL'S SONS' CONTRACT EXHIBITS

- Exhibit "A" - Insurance
- Exhibit "B" - Requirements for Requisitioning
- Exhibit "C" - Certification and Partial Waiver of Lien
- Exhibit "D" - Equal Opportunity
- Exhibit "E" - Scope of Work Clarifications
- Exhibit "F" - Purchase and Delivery Schedule/Material Status Report
- Exhibit "G" - List of Contract Documents
- Exhibit "H" - Affidavit of Final Payment & Release of Lien
- Exhibit "I" - Tax Exempt Certificate
- Exhibit "J" - DOC Summary Instructions to Trade Bidders
- Exhibit "K" - DOC Site Logistics Plan
- Exhibit "L" - Schedule of Wage Rates Breakdown
- Exhibit "M" - Subcontractor's Guarantee/Warranty Form – One Year
- Exhibit "N" - Project Schedule
- Exhibit "O" - Project Site Specific Safety Plan (SSSP)
- Exhibit "P" - Rider "A" – Chapter 149 Section 29E
- Exhibit "Q" - Rider "B" – Chapter 149 Section 29F
- Exhibit "R" - Prevailing Wage Rates
- Exhibit "S" - Owner's General Conditions

- **END OF DOC SUMMARY INSTRUCTIONS TO TRADE BIDDERS** -



ESTABLISHED 1879

Daniel O'Connell's Sons

Construction Managers and
General Contractors

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Holyoke, MA 01040
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FAX (413) 534-2902

TRADE LIST OF EXHIBITS

EXHIBIT "A" IS INSURANCE

EXHIBIT "B" IS REQUIREMENTS FOR REQUISITIONING

EXHIBIT "C" IS CERTIFICATION AND PARTIAL WAIVER OF LIEN

EXHIBIT "D" IS EQUAL OPPORTUNITY

EXHIBIT "E" IS SCOPE OF WORK CLARIFICATIONS

EXHIBIT "F" IS PURCHASE AND DELIVERY SCHEDULE/MATERIAL STATUS REPORT

EXHIBIT "G" IS LIST OF CONTRACT DOCUMENTS

EXHIBIT "H" IS AFFIDAVIT OF FINAL PAYMENT & RELEASE OF LIEN

EXHIBIT "I" IS THE TAX EXEMPT CERTIFICATE

EXHIBIT "J" IS THE DOC SUMMARY INSTRUCTIONS

EXHIBIT "K" IS THE DOC SITE LOGISTICS PLAN

EXHIBIT "L" IS THE SCHEDULE OF WAGE RATES BREAKDOWN

EXHIBIT "M" IS THE SUBCONTRACTOR GUARANTEE / WARRANTY FORM

EXHIBIT "N" IS THE PROJECT SCHEDULE

EXHIBIT "O" IS PROJECT SITE SPECIFIC SAFETY PLAN (SSSP)

EXHIBIT "P" IS SUBCONTRACT RIDER "A" – CHAPTER 149 SECTION 29E

EXHIBIT "Q" IS SUBCONTRACTOR RIDER "B" – CHAPTER 149 SECTION 29F

EXHIBIT "R" IS THE PREVAILING WAGE RATES

EXHIBIT "S" IS THE OWNER'S GENERAL CONDITIONS

Exhibit "A"

DOC INSURANCE REQUIREMENTS

I. Subcontractor's Liability Insurance

A. The Subcontractor shall purchase and maintain, in a company or companies licensed to do business in the state in which the Project is located, insurance as will protect Subcontractor, Owner, Owner's Lender(s), Owner's Representative (if any), the Architect, and Construction Manager from claims set forth below which may arise out of or result from the Subcontractor's operations under the Subcontract, whether such operations be by Subcontractor, or by any Sub-subcontractor of Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of an employee or employees of Subcontractor and any Sub-subcontractor;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than an employee or employees of Subcontractor or any Sub-subcontractor;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by the Subcontractor, or (ii) by any other person;
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person; personal injury or property damage arising out of the ownership, maintenance or use of any vehicle.

II. The insurance required by subparagraph (1), above, shall be written for liability specified herein or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Subcontractor's obligations under the Subcontract.

III. Certificates of insurance acceptable to the Construction Manager and Owner shall be filed with the Construction Manager, containing the requirements that follow. Attached to each Certificate of insurance shall be a copy of the Additional Insured Endorsement that is a part of the Subcontractor's Commercial General Liability Policy.

A. Subcontractor and, unless otherwise specified, each of Subcontractor's Sub-subcontractors, shall obtain and maintain insurance coverage set forth herein in companies satisfactory to the Owner and shall name the Owner, Owner's Lender(s), Owner's representative (if any), the Architect, and the Construction Manager, Daniel O'Connell's Sons, Inc., and their respective officers, directors, agents, employees, heirs, partners, members, legal representatives, successors and assigns, and such other parties as the Construction Manager may identify by notice to the Subcontractor, as **additional insureds**, using ISO Additional Insured Endorsement CG 2010 (10/01) and CG 2037 (10/01) or CG 2033 (10/01) and CG 2037 (10 01), or an endorsement acceptable to the Owner providing equivalent coverage to the additional insureds. Such additional insurance shall be as broad as the coverage provided for the named insured Subcontractor and shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including but not limited to, any deductible maintained by, or provided to, the additional insureds. Subcontractor shall not commence Work under the Subcontract, nor shall Subcontractor allow any Sub-Subcontractor to commence work, until true copies or certificates evidencing such insurance have been submitted to and approved in form and in content by Construction Manager and the Owner.

The Subcontractor shall maintain completed operations coverage for not less than three (3) years after final completion of the Work.

Each policy shall provide that it will not be canceled or materially altered except after thirty (30) days' advance written notice to Construction Manager mailed to the address indicated in the Subcontract, and the certificates of insurance shall so state. Upon receipt of any notice of cancellation or alteration, Subcontractor shall, within ten (10) days, procure other policies, about to be canceled or altered, and, if Subcontractor fails to provide, procure, and deliver acceptable policies of insurance, or satisfactory evidence thereof, in accordance with the terms hereof then at Construction Manager's option, Construction Manager may obtain such insurance at the cost and expense of Subcontractor, without the need of any notice to Subcontractor.

If the Subcontractor shall fail to certify required insurance coverage to the Construction Manager as set forth herein, before commencing Work under the Subcontract, the Construction Manager may, at its option, place insurance of the character, nature, and limits described herein to cover the operations of the Subcontractor, paying the premiums for the same and charging same to the Subcontractor.

The Construction Manager may, at its option, require the Subcontractor to furnish originals or certified copies of the policy or policies including all endorsements required to provide stated coverages.

The Construction Manager may, at its option, terminate the Subcontract in the event the Subcontractor fails to procure and maintain the insurance coverage and limits described herein upon thirty (30) days written notice to the Subcontractor. The Subcontractor shall be entitled to payment for all Work executed prior to said termination and for any direct loss (but excluding any indirect, incidental or consequential loss) sustained by the Subcontractor who furnishes satisfactory proof of such loss, and including an allowance for profit on the Work executed prior to termination, all as determined by the Architect, but excluding any and all claims or payment for loss of profit on that portion of the work not executed.

B. The insurance required under this Exhibit "A" shall, at a minimum, include the following coverage and limits, or such greater coverage or larger limits as may be required by law, in the following categories, amounts and detail:

1. Worker's Compensation and Employer's Liability Coverage

- a. If applicable, coverage required for United States Longshore and Harborworkers Act, Maritime Coverage, and the Jones Act.
- b. Endorsements required:
 - (1) Broad form all states endorsement
 - (2) Voluntary compensation endorsement
- c. Policy limits:
 - (1) Coverage A. (Worker's Compensation) = statutory
 - (2) Coverage B. (Employer's Liability)
 - Bodily Injury By Accident \$500,000 Each Accident
 - Bodily Injury by Disease \$500,000 Each Employee

2. Comprehensive General Liability

- a. Endorsements required:
 - (1) Premises - operations liability
 - (2) Independent contractor's liability
 - (3) Completed operations and products liability
 - (4) Broad form contractual liability
 - (5) Personal and advertising injury liability
 - (6) Broad form property damage liability including completed operations
 - (7) Blanket "XCU" coverage (if applicable)
 - (8) Employees as additional insureds
- b. Policy limits:
 - (1) Bodily injury: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
 - (2) Property damage: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
 - (3) Contractual bodily injury: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
 - (4) Contractual property damage: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
 - (5) Personal injury: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
 - (6) Products and completed operations: \$1,000,000 annual aggregate
 - (7) Medical expenses: \$5,000

3. Comprehensive Automobile Liability

- a. Including coverage for owned, non-owned and hired vehicles; including the loading or unloading thereof.
- b. Policy limits:
 - (1) Bodily injury = \$1,000,000 per occurrence
 - (2) Property damage = \$1,000,000 per occurrence
 - or
 - (3) Bodily Injury/Property damage = \$1,000,000 Combined Single Limit

4. Pollution Control Liability Include coverage for liability arising out of pollution related exposure:

- (1) Bodily injury: \$1,000,000 per occurrence
\$2,000,000 annual aggregate
- (2) Property damage \$1,000,000 per occurrence
\$2,000,000 annual aggregate

5. Commercial Excess Liability (Umbrella) Coverage

- a. The umbrella policy shall contain a minimum total occurrence and aggregate limit of

\$2,000,000 if the subcontract amount is \$1,000,000 or under;
\$5,000,000 if the subcontract amount is between \$1,000,000.01 and \$5,000,000; and
\$10,000,000 if the subcontract amount if between \$5,000,000.01 and \$10,000,000.

The policy(ies) shall contain coverage no less restrictive than that required under Paragraph III B.2a, 2b and III B.3a, 3b above.

6. Any combination of Comprehensive General Liability and Excess Liability (Umbrella) insurance with limits totaling at least

\$4,000,000 if the Subcontract amount is \$1,000,000 or under;
\$7,000,000 if the Subcontract amount is between \$1,000,000 and \$5,000,000; and
\$12,000,000 if the Subcontract amount if between \$5,000,000 and \$10,000,000.

6. Watercraft Hull and Protection and Indemnity Liability (if applicable)

- a. Including coverage for owned, non-owned, and hired crafts; including the loading or unloading thereof.
- b. Policy limits: Value of hull and N/A (protection and indemnity) bodily injury and property damage.

7. Aircraft Hull and Liability (if applicable)

- a. Including coverage for owned, non-owned, and hired crafts; including loading and unloading thereof.
- b. Policy limits: Combined single limit bodily injury and property damage = N/A to include passenger liability without any seat limitations.

8. Professional Liability Insurance (if applicable)

- a. In the amount of \$2,000,000, each claim. Coverage shall remain in force and in effect for a minimum of one year following the Owner's acceptance and occupancy of the project.

C. The insurance policies required under this Exhibit "A" shall include the following waiver of subrogation:

To the fullest extent permitted by law, Subcontractor waives all rights against Owner, Owner's lender(s), Owner's Representative (if any), the Architect, and Construction Manager, and their respective officers, directors, partners, members, agents, employees, heirs, legal representatives, successors and assigns, for recovery of damages to the extent said damages are covered by any of the insurance required to be procured and maintained by the Subcontractor hereunder.

EXHIBIT B

Requirements for Requisitioning

1. Subcontractor shall provide a draft of its Application for Payment covering work performed and to be performed in each monthly payment period (the "Pencil Requisition") via an attachment to an electronic mail message in portable document format (PDF) to the Construction Manager / Contractor's Project Manager (or such other designee as such is set forth in writing by Construction Manager / Contractor's Project Manager) no earlier than the **20th day** and no later than the **22nd day** of the month. In the event that the aforementioned date(s) fall on a weekend, holiday or other non-work day for the Construction Manager / Contractor, such dates shall be adjusted without notice to the last business day prior to such date(s). Furthermore, Construction Manager / Contractor shall have the right, in its sole discretion, to modify the aforementioned date(s) on a month-by-month or permanent basis upon notice to Subcontractor.
2. The cover page of the Pencil Requisition must be marked, "DRAFT", and be completed using an AIA G702 / G703 format with both front sheet and continuation forms completed.
3. The Pencil Requisition must contain all supporting documentation required by the Contract Documents, the Construction Manager / Contractor and the Owner, including, without limitation an updated certificate of insurance as outlined in Exhibit A, and, to the extent applicable and required by Construction Manager / Contractor, photographs and affidavits relating to materials stored off-site with Construction Manager / Contractor's consent, transfers of title and required MBE, WBE and DBE documentation. In the event that the referenced exhibits are not part of the Subcontract or Purchase Order, the forms of such required documents shall conform to those required by Construction Manager / Contractor in Construction Manager / Contractor's sole discretion.
4. Submission of the Pencil Requisition shall not be considered submission of an Application for Payment for the purposes of M.G.L. Chapter 149, Section 29E.
5. Subcontractor shall use best efforts to timely cooperate, coordinate and meet with Construction Manager / Contractor regarding Subcontractor's Pencil Requisition upon Construction Manager / Contractor's request. Subcontractor shall revise the Pencil Requisition prior to submission of its Application for Payment in accordance with Construction Manager / Contractor's direction and include all such revisions in Subcontractor's Application for Payment.
6. Construction Manager / Contractor reserves the right to reject Subcontractor's Application for Payment in the event that Subcontractor's Pencil Requisition is not submitted, prepared or revised in strict accordance with the terms and conditions of this Rider.
7. Subcontractor shall submit its Application for Payment covering work performed and to be performed in each monthly payment period in either a hard copy original form to 480 Hampden Street, Holyoke, MA 01040, Attn.: Accounts Payable or via an attachment to an electronic mail message in PDF format to invoices@oconnells.com no later than 5 days after final approval by Construction Manager / Contractor's Project Manager (or such other designee as such is set forth in writing by Construction Manager / Contractor's Project Manager). Such hard copies must be complete in original form with original signatures and notary stamps and seals. Copies will not be accepted. In the event that the aforementioned date(s) fall on a weekend, holiday or other non-work day for the Construction Manager / Contractor, such dates shall be adjusted without notice to the last business day prior to such date(s). Furthermore, Construction Manager / Contractor shall have the right, in its sole discretion, to modify the aforementioned date(s) on a month-by-month or permanent basis upon notice to Subcontractor. Construction Manager / Contractor shall review and make payment to Subcontractor of an Application for Payment, only to the extent of approval thereof, not later than the maximum time periods permitted by law.

- 8 The Application for Payment must include all necessary signatures and notary stamps and seals, all revisions to the Pencil Requisition directed by Construction Manager / Contractor, a Subcontractor Waiver of Lien in the form attached as Exhibit C and all other supporting documentation required by the Contract Documents, Construction Manager / Contractor and Owner. In the event that the referenced exhibit is not part of the Subcontract or Purchase Order, the forms of such required documents shall conform to those required by Construction Manager / Contractor in Construction Manager / Contractor's sole discretion. Application for final payment may require additional or revised documentation upon Construction Manager / Contractor's direction at Construction Manager / Contractor's sole discretion.
- 9 Any verbal, written or implied statement by Construction Manager / Contractor or any of its employees or agents shall not be deemed to be an approval of Subcontractor's Application for Payment. Construction Manager / Contractor's inclusion and submission of Subcontractor's Application for Payment in Construction Manager / Contractor's Application for Payment to the Owner shall not be deemed or construed to mean that Construction Manager / Contractor has approved, in whole or in part, Subcontractor's Application for Payment.
- 10 Construction Manager / Contractor may reject an Application for Payment in whole or in part due to any inaccuracies or omissions in such Application for Payment or for Subcontractor's failure to fulfill any obligation set forth in the Subcontract, including, without limitation, (i) defective Work not remedied; (ii) third party claims filed or probable filing of such claims; (iii) failure of Subcontractor to make payments properly to union benefit funds or for labor, materials or equipment; (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price or the Subcontract Time; (v) damage to Construction Manager / Contractor, Owner or a separate contractor; (vi) failure to carry out the Work in accordance with the Subcontract or Contract Documents; (vii) failure of Subcontractor's Pencil Requisition or Application for Payment to comply with all applicable provisions of the Subcontract, including this Exhibit B; (viii) Owner's rejection, in whole or in part, of Subcontractor's Application for Payment; (ix) Owner's rejection, in whole or in part, of Construction Manager / Contractor's application for payment in which Subcontractor's Application for Payment is included; (x) failure to fulfill any and all insurance requirements set forth in this Subcontract; or (xi) any other breach of any term or condition of the Subcontract.
- 11 In the event that Construction Manager / Contractor rejects an Application for Payment, Subcontractor shall not be entitled to submit an Application for Payment covering the period set forth in the rejected Application for Payment until the following application for payment is due to be submitted.
- 12 Construction Manager / Contractor may, in its sole discretion, issue joint checks to Subcontractor and to any union benefit fund or lower tier subcontractor, supplier, vendor and require Subcontractor to furnish any and all lien and claim waivers and releases in forms acceptable to Construction Manager / Contractor in Construction Manager / Contractor's sole discretion from any such joint payees as a condition precedent to Construction Manager / Contractor making any payment to Subcontractor.
- 13 All major subcontractors, especially the MEP subs, shall have a line item in their Schedule of Values breakdown for monthly requisitioning that allows up to 5% of their Contract Value to cover the cost to track, collect, organize and submit for approval all required close-out items (record drawings/as-built documents, O&M Manuals, warranties, stock/spare materials, punch lists and final release of lien.)

EXHIBIT "C"
CERTIFICATION AND PARTIAL WAIVER OF LIEN – SUBCONTRACTOR OR SUPPLIER
(To be Submitted with Each Application for Payment)

OWNER:

CONSTRUCTION MANAGER / CONTRACTOR:

PROJECT:

SUBCONTRACTOR OR SUPPLIER:

Current Contract Amount: \$ _____
Total Amount Previously Paid \$ _____
Total Amount Invoiced and Outstanding \$ _____ Invoice Date(s): _____
Retainage Held to Date: \$ _____

In consideration of all past payments received in connection with the Project, and upon receipt of the amount set forth above the Subcontractor or Supplier acknowledges and agrees that except for the retainage listed above, it has been paid in full for all labor, materials and/or equipment furnished by the Subcontractor or Supplier and by its Sub-subcontractors or Sub-suppliers in connection with the Project, including work required by the Contract Documents and any work claimed to be additional work thereunder.

Except to any extent prohibited by law, in which case the provisions of this paragraph shall be severed herefrom and all other terms, conditions, covenants, warranties and representations herein shall be otherwise remain in full force and effect, the Subcontractor or Supplier hereby releases, discharges, relinquishes and waives any and all liens, claims or rights to lien with respect to the Owner, the Project and/or Construction Manager / Contractor on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned warrants that all potential lien or bond claimants whose claims arise from the undersigned's work, including but not limited to laborers, trustees of employee benefit groups, materialmen, suppliers, subcontractors, and any other service providers engaged or employed by the undersigned in connection with the Project, (collectively the "CLAIMANTS"), have been paid in full and that none of such CLAIMANTS has any claim, demand or lien against the Project on account of any labor, materials and/or equipment previously furnished and paid for as shown above. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full on account of any labor, materials and/or equipment previously furnished and paid for as shown above.

The undersigned individual represents and warrants that he/she is the duly authorized representative of the Subcontractor or Supplier, empowered and authorized to execute and deliver this document on behalf of the Subcontractor or Supplier and that this document shall be binding upon the Subcontractor or Supplier.

Signed under the penalties of perjury as of this _____ date of _____, 20 _____

Name of Subcontractor or Supplier Releasing Lien

Signature of Individual Signing this Lien Waiver

Printed Name and Title of Above Individual

Submitted with Construction Manager's Payment Application No. _____

Exhibit "D"

15.3 Equal Opportunity

- A. During the performance of this contract the Subcontractor agrees as follows:
1. The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, handicap, or age. The Subcontractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, religion, national origin, handicap or age. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency or the federal government setting forth the requirements of these nondiscrimination provisions.
 2. The Subcontractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, national origin, handicap, or age.
 3. The Subcontractor will send to each representative of workers with which the Subcontractor has a collective bargaining agreement or other contract or understanding a notice to be provided by the Owner, advising the workers' representative of the Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Subcontractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations and relevant orders of the Secretary of Labor.
 5. The Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records and accounts by an appropriate agency of the federal government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Subcontractor's noncompliance with the equal opportunity conditions of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Subcontractor may be declared ineligible for further government contracts or federally assisted contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
 7. The Subcontractor will include this exhibit in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each Sub-Subcontractor or Vendor. The Subcontractor will take such action with respect to any Sub-Subcontractor or Vendor as the appropriate agency of the federal government may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Subcontractor becomes involved in, or is threatened with, litigation with a Sub-Subcontractor or Vendor as a result of such direction by the appropriate agency of the federal government, the Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.



Daniel O'Connell's Sons
Construction Managers and
General Contractors

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Exhibit "E"

Scope of Work Clarifications for Trade Bidders

Olive Street Parking Facility Greenfield, MA

Bid Documents included in Package

1. DESMAN, Inc. Bid Documents: Olive Street Parking Facility, Greenfield, Massachusetts: Construction Documents – Bid Set: Drawings and Specifications dated September 6, 2017.
2. DOC Summary Instructions To Trade Bidders (Exhibit J) and Exhibits A, B, C, D, E, F, G, H, I, K, L, M, N, O, P, Q, R. and S.
3. Exhibit "E" - Scope of Work Clarifications for Trade Bidders

Scope of the Work Clarifications:

This scope clarification exhibit is to be used in conjunction with the Olive Street Parking Facility, Greenfield Massachusetts, Construction Documents – Bid Set: Drawings and Specifications dated September 6, 2017. It is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated August 23, 2017 and addenda. Therefore, the work is inclusive of but not limited to the following:

General Item Clarifications: Applies to all Trade Bidder Divisions

1. Police details will be furnished by the Construction Manager.
2. Responsible for adhering to the project issued Storm Water Pollution Prevention Plan.
3. The Trade subcontractors are responsible for coring of all holes in the precast structure and foundations required to complete their installations that are not being provided by the precast subcontractor as detailed on the contract drawings.
4. Staging, Planking and Scaffolding: All Trade subcontractors shall furnish, install and maintain in a safe and adequate condition, all staging, planking, scaffolding, man-lifts and platform lifts, stationary or moveable, and regardless of height, that is necessary for the proper execution of the Work of this Section.
5. Hoisting: All Trade subcontractors shall furnish, install and maintain in a safe and adequate condition all mechanical hoisting equipment, operating personnel and rigging that is necessary for the proper execution of the Work of this Section.

Masonry

Division 04200 – Unit Masonry - Clarifications

The following clarification items are to be included in the Masonry Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of but not limited to the following:

1. Interior CMU walls located on Level 1 including all masonry lintels, setting and building in door frames, grout, and masonry reinforcing.
2. Blocking in/Building in of Elevator door frames as shown in Details 1 and 2 on A502. Infill can be installed off operating elevator car.

Miscellaneous and Ornamental Iron
Division 05500 - Miscellaneous Metals – Clarifications

The following clarification items are to be included in the Miscellaneous Metals Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

1. Furnish and install support angles for elevator door sills.
2. Furnish and install cants in elevator hoistway.
3. Furnish and install North Entry Canopy complete.
4. Furnish and install aluminum tube columns located on the exterior of the building (note that some are base bid and most are an alternate).
5. Furnish and install seismic clips at masonry walls.
6. Furnish and install concrete filled bollards with specified plastic sleeves. Include grouting base plate.
7. Furnish and install all pipe guards protecting MEP piping and conduit as detailed.
8. Furnish and install exterior railing at handicapped ramp. Hot dipped galvanized.
9. Furnish and install all stair railings and guard railings. Hot dipped galvanized.
10. Snow gate. Hot dipped galvanized. Items cast into precast will be provided by precast subcontractor.
11. Furnish elevator sump pit frame and furnish and install elevator sump pit grate.
12. Furnish and install exterior spandrel railings. Hot dipped galvanized and factory finished per specifications (note this is an Alternate).

Roofing and Flashing

Division 07000 – Roofing and Flashing – Clarifications

Division 07541 – Polyvinyl Chloride (PVC) Membrane Roofing – Clarifications

Division 07620 – Flashing and Sheet Metal – Clarifications

Division 07710 – Roof Specialties – Clarifications

The following clarification items are to be included in the Roofing and Flashing Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

1. Furnish all roofing and flashing for the South Stair roof, North Stair roof and Elevator roof.
2. Cutting of reglets into precast required to install counter flashing, Detail 9 on A207 typical, is the work of the Roofing Trade subcontractor.

Joint Sealants

Division 07920 – Joint Sealants – Clarifications

Division 07950 – Expansion Control – Clarifications

The following clarification items are to be included in the Joint Sealants Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

1. This trade subcontract does not include exterior sidewalk sealants.
2. Caulking subcontractor to inspect and accept work prior to installation of materials.
3. Caulking subcontractor to grind and remove laitance from all joints prior to caulking.
4. Caulking subcontractor to provide blow down prior to sealing.

5. Caulking subcontractor will grind and prime all joints prior to caulking.
6. Bond breaker tape or backer rod must be used at bottom of joint to prevent bond.
7. Caulk double tee to double tee flange joints. Joints will vary +/- 3/4".
8. Caulk double tee perimeter joints to spandrels, column, beams and walls. Joints will vary +/- 1".
9. Caulk interior spandrel to column joints including top and bottom of spandrel. Joints will vary +/- 1/2".
10. Grouted precast to cast in place joints will range from 1"-3" as identified on the drawings and can vary +/- 1/2".
11. Grouted precast joints will range from 1"-3" as identified on the drawings and can vary +/- 1/2".
12. Caulk around all embedded floor/roof drain frames located in cast in place concrete or precast floors.
13. Caulk stair risers and stair landings.
14. Architectural caulk all exterior precast to precast joints.
15. Caulk lift pockets in all precast products including spandrels, beams and tees.
16. Caulk all weld pockets.
17. Caulk all vee joints in cast in place topping concrete on precast.
18. Caulk cast in place concrete topping to precast.
19. Elevator Tower and adjacent MEP shaft requires 2 hour fire rated sealant system per documents.
20. A portion of the West wall of the garage adjacent to the Dance Studio is required to be 2 hour rated. See notes on Drawing A001. Provide a 2 hour rated sealant system per documents.
21. Masonry to precast joints will range from 1"-2".
22. Caulk all hollow metal door frames.
23. Caulk all stainless steel elevator entrance frames.
24. Caulk elevator louver and elevator machine room vent.
25. Caulk all storefront/curtainwall abutting dissimilar materials.
26. Expansion Joint including all required preparation of the precast and cast-in-place concrete required for proper installation.
27. Caulking subcontractor to survey and repair any leaks during warranty period.

Painting

Division 09900 – Painting – Clarifications

The following clarification items are to be included in the Joint Sealants Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

No specific clarifications issued.

Plumbing

Division 15316 – Sanitary Waste and Vent Piping – Clarifications

Division 15319 – Sanitary Waste Piping and Specialties – Clarifications

Division 15323 – Sanitary Waste Interceptors – Clarifications

Division 15413 – Facility Storm Drainage Piping – Clarifications

Division 15529 – Hangers and Supports for Plumbing Piping – Clarifications

Division 15719 – Piping Insulation – Clarifications

The following clarification items are to be included in the Joint Sealants Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

1. Floor drain bodies that are required to be cast into the precast double tees are to be shipped to the precast subcontractor's factory located in Shaftsbury, Vermont.

HVAC

Division 15126 – Split System Air Conditioners – Clarifications

Division 15239 – Propeller Unit Heaters – Clarifications

Division 15126 – Refrigerant Piping – Clarifications

The following clarification items are to be included in the Joint Sealants Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

No specific clarifications issued.

Electrical

Division 16050 – Basic Electrical Materials and Methods – Clarifications

Division 16060 – Grounding and Bonding – Clarifications

Division 16073 – Hangers and Supports for Electrical Systems – Clarifications

The following clarification items are to be included in the Joint Sealants Trade Bid and are only provided as a guide. This list is not, in any way, intended to limit the scope of the work as defined by the contract drawings and specifications issued by DESMAN, Inc. dated September 6, 2017 and addenda. Therefore, the work is inclusive of **but not limited to** the following:

1. Temporary Electricity and Lighting: The Electrical Trade Subcontractor shall make arrangements for and provide equipment, poles, meter, wiring, switches, outlets, etc. required as necessary to provide for all lighting and power requirements for construction purposes. The Electrical Trade Subcontractor shall be responsible for all negotiations and coordination with the electrical utility company, and shall pay for all electrical company charges associated with the temporary service. Provide and maintain adequate lighting, in accordance with all State and Federal laws, with local switching for safe access and egress, security, and for providing adequate illumination for construction operations. Provide a 200 amp temporary service. Remove all temporary equipment when no longer needed.

Exhibit G
List of Contract Documents
Greenfield Olive Street Garage

Documents	Permit Set Dated 8/23/2017
Drawings	
Informational	
G000 - Title Sheet	9/6/2017
G001 - Drawings List	9/6/2017
Civil	
C1 - Standard Notes, Legend & Table of Contents	9/6/2017
C2 - Existing Condition Plan	9/6/2017
C3 - Site Plan	9/6/2017
C4 - Grading Plan	9/6/2017
C5 - Utility Plan	9/6/2017
C6 - Improvement Plan - Olive Street	9/6/2017
C7 - Improvement Plan - Proposed Drive	9/6/2017
C8 - Improvement Plan - Alley	9/6/2017
C9 - Erosion Control Plan	9/6/2017
C10 - Detail Sheet	9/6/2017
C11 - Detail Sheet	9/6/2017
C12 - Dry Utility Plan	9/6/2017
L1 - Landscape Plan - Sheet 1	9/6/2017
L2 - Landscape Plan - Sheet 2	9/6/2017
Architectural	
A001 - Code Summary	9/6/2017
A002 - Mock-Up Details	9/6/2017
A101 - Grade Level Floor Plan	9/6/2017
A102 - Second Level Floor Plan	9/6/2017
A103 - Third Level Floor Plan	9/6/2017
A104 - Roof Level Floor Plan	9/6/2017
A201 - Exterior Elevations	9/6/2017
A202 - Exterior Elevations	9/6/2017
A203 - Isometric Views	9/6/2017
A204 - Elevation Details	9/6/2017
A205 - Elevation Details	9/6/2017
A206 - Bas-Relief Details	9/6/2017
A207 - Roof & Canopy Details	9/6/2017
A208 - Signage Details	9/6/2017
A301 - Interior Sections	9/6/2017
A302 - Exterior Sections	9/6/2017
A401 - Enlarged Stair Plans	9/6/2017
A402 - Stair Details	9/6/2017

Exhibit G

List of Contract Documents Greenfield Olive Street Garage

A501 - Curtain Wall & Storefront Details	9/6/2017
A502 - Door Schedule & Misc. Details	9/6/2017
A701 - Typical Details	9/6/2017
A800 - Signage Details	9/6/2017
A801 - Grade Signage Plans and Mounting Details	9/6/2017
A802 - Typical & Roof Level Signage Plan	9/6/2017
Structural	
S001 - General Notes	9/6/2017
S002 - Column Loads & Base Shear Diagram	9/6/2017
S003 - Typical Foundation Details	9/6/2017
S004 - Typical Foundation Details	9/6/2017
S005 - Typical Masonry Details	9/6/2017
S101 - Foundation Plan	9/6/2017
S102 - Foundation Sections	9/6/2017
S103 - Foundation Sections	9/6/2017
S104 - Foundation Sections	9/6/2017
S105 - Foundation Elevations	9/6/2017
S106 - Foundation Elevations	9/6/2017
S121 - Jump Wall Details	9/6/2017
S131 - Shear Wall Sections and Details	9/6/2017
S140 - South Stair Details	9/6/2017
S201 - Slab-on-Grade Plan	9/6/2017
S202 - Typical Level Framing Plan	9/6/2017
S203 - Roof Level Framing Plan	9/6/2017
S301 - Typical Precast Details	9/6/2017
S302 - Typical Precast Details	9/6/2017
S303 - Typical Precast Details	9/6/2017
S401 - Snow Gate Details	9/6/2017
S402 - Roof Steel Details	9/6/2017
S403 - Roof Steel Details	9/6/2017
S404 - Typical Barrier Cable Details	9/6/2017
Electrical	
E-001 - Electrical Symbols, Notes and Legends	9/6/2017
E-002 - Electrical Schedules and Risers	9/6/2017
E-003 - Electrical Site Plan	9/6/2017
E-111 - Electrical Ground Level Plan	9/6/2017
E-121 - Electrical Second Level Plan	9/6/2017
E-131 - Electrical Third Level Plan	9/6/2017
E-141 - Electrical Roof Level Plan	9/6/2017

Exhibit G
List of Contract Documents
Greenfield Olive Street Garage

Fire Protection	
FP001 - Fire Protection Notes, Symbols, and Details	9/6/2017
FP101 - Grade and Second Floor Fire Protection Plans	9/6/2017
FP102 - Third Floor and Roof Fire Protection Plans	9/6/2017
H001 - Mechanical Legends, Schedules and Details	9/6/2017
H100 - Mechanical Grade Level Plan	9/6/2017
H101 - Mechanical Roof Level Plan	9/6/2017
Plumbing	
P-001 - Plumbing Legends, Schedules, and Details	9/6/2017
P-100 - Plumbing Under Ground Plan	9/6/2017
P-101 - Plumbing Grade Level Plan	9/6/2017
P-102 - Plumbing Second Level Plan	9/6/2017
P-103 - Plumbing Third Level Plan	9/6/2017
P-104 - Plumbing Roof Level Plan	9/6/2017
Technical Specifications	
Project Specifications: Permit Set	9/6/2017
Fire Protection System Narrative Report	9/6/2017
Fire Protection Hydraulic Calculations	2/25/2017

Exhibit "H"

AFFIDAVIT OF FINAL PAYMENT & RELEASE

The sum of _____ represents the final payment due the undersigned under its contract with DANIEL O'CONNELL'S SONS, INC. ("DOC") for the furnishing of _____ (Trade/Scope of Work) for the _____ (Project Name) located at _____ (Project Address).

1. In consideration of the above described final payment and upon receipt of that final payment, the undersigned will have received payment in full for all services, labor, materials and equipment provided and/or for all work performed in connection with the construction of the Project. Except for the above stated final payment, and as an inducement to DOC to make said final payment, the undersigned hereby affirms that there are no outstanding claims against DOC, or against the owner of the Project (the "Owner"), or against either of its/their sureties or guarantors in connection with this Project.

2. In consideration of the above described final payment and upon receipt of that final payment, the undersigned does hereby forever release, waive, and discharge DOC, the Owner, their sureties, and any and all other guarantors or obligors on any Bond or other undertaking, along with their insurers, partners, officers, directors, agents, employees, attorneys, successors, administrators, executors, heirs and assigns (collectively hereinafter referred to as "RELEASEES") from any and all claims or demands for additional payment in connection with the Project and from any and all manner of actions, causes of action, suits, debts, accounts, claims, contracts, demands, agreements, encumbrances, liens, controversies, judgments, obligations, damages and liabilities of any kind, nature and description whatsoever, in law or equity, whether or not now known, suspected or claimed which the undersigned ever had, now has or hereafter may have or claim to have against said RELEASEES by reason of any act, transaction, practice, conduct or omission of RELEASEES or any matter, cause, effect, or thing of any kind whatsoever that arose or occurred prior to the date of this RELEASE, including, without limiting the generality of this RELEASE, any claim that arose out of, relates to or is based upon, in whole or in part, any act, transaction, practice, conduct, omission, matter, cause, effect or thing which was, or which could have been alleged or asserted against DOC and/or any of the other Releasees on account of any labor, materials and/or equipment previously furnished in connection with the Project.

3. The undersigned warrants that all potential lien or bond claimants whose claims arise from the undersigned's work, including but not limited to laborers, trustees of employee benefit groups, materialmen, suppliers, subcontractors, and any other service providers engaged or employed by the undersigned in connection with the Project, (collectively the "CLAIMANTS"), have been paid in full and that none of such CLAIMANTS has any claim, demand or lien against the Project. The undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

4. The undersigned hereby agrees to indemnify and hold harmless DOC and the other RELEASEES from any and all damages, costs, expenses, demands, causes of action, suits, debts, accounts, encumbrances, judgments, claims, demands and legal fees, directly or indirectly arising from any claim or lien by any CLAIMANT or other party which provided labor, services, equipment or materials to or on behalf of the undersigned in connection with the Project.

5. The undersigned has not and will not assign any claim against DOC, its sureties, and other guarantors on the Bond or other undertaking, nor any lien or right to perfect a lien against the Project. The undersigned warrants that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the Project.

6. This AFFIDAVIT OF FINAL PAYMENT & RELEASE shall be an independent covenant and shall operate and be effective with respect to all work, services, labor, equipment or materials furnished in connection with the Project under any contract or supplemental contract, whether oral or written, and shall be applicable to any and all contract, extra or additional work performed or costs incurred at any time by the undersigned with respect to the Project.

IN WITNESS WHEREOF, with all right, power, and authority required to execute this document, this AFFIDAVIT OF PAYMENT & RELEASE has been executed on the _____ day of _____, 20_____.

WITNESS: [SUBCONTRACTOR]

BY: _____ TITLE: _____
Duly Authorized

Subscribed, sworn to, and acknowledged before me this _____ day of _____, 20_____.

My Commission Expires: _____ Notary Public

Exhibit I



Form ST-5C Contractor's Sales Tax Exempt Purchase Certificate

Rev. 11/10

Massachusetts
Department of
Revenue

Part A. To be completed by governmental body, agency or IRC Section 501(c)(3) certified exempt organization

Exempt number

E 046 - 001 - 163

Contract number

Name of exempt organization

Town of Greenfield

Authorization signature

[Signature]

Date

8/15/17

Part B. To be completed by purchasing contractor or subcontractor claiming exemption under MGL Ch. 64H, sec. 6(d), (e), (f) or (tt)

Purchaser (purchasing contractor) (subcontractor)

Daniel O'Connell's Sons, Inc.

Address

480 Hampden St PO Box 267 Holyoke Ma 01040

Date

08/16/2017

Vendor registration number (if applicable)

04-1685580

Contract/subcontract number

2017-107

Contract/subcontract date

Estimated date of completion

October, 2018

Part C. To be completed by purchasing contractor or subcontractor claiming exemption. See instructions.

I claim the exemption corresponding to the box checked below, and certify as follows (check appropriate box below):

1. *Exemption under MGL Ch. 64H, sec. 6(d) or (e): Contractor as Agent of Exempt Entity.* I certify that the purchaser is a contractor or subcontractor engaged in the performance of the above described contract and that the purchaser is acting as an agent of one of the entities described below (check appropriate box) in purchasing tangible personal property (other than building materials and supplies described in MGL Ch. 64H, sec. 6(f)):

Governmental body or agency described in MGL Ch. 64H, sec. 6(d) (local public school, city/town government, state agency, etc.). Attach Form ST-2, Certificate of Exemption. If Form ST-2 is not available, enter agency's exemption number.

Tax exempt organization (under IRC Section 501(c)(3)) as described in MGL Ch. 64H, sec. 6(e) (parochial school, Scout troop, PTO, etc.). Attach Form ST-2, Certificate of Exemption.

To the best of my knowledge and belief, the quantities of tangible personal property noted on the reverse side are exempt from the sales/use tax under the provisions of MGL Ch. 64 H, sec. 6(d) or (e) as they are purchased by a purchaser acting as an agent for either a Massachusetts governmental body or for a tax-exempt organization under IRC section 501(c)(3).

2. *Exemption under MGL Ch. 64H, sec. 6(f): Building Materials and Supplies.* I certify that the purchaser is a contractor or subcontractor engaged in the performance of a contract for the construction, reconstruction, alteration, remodeling or repair of a building or structure for a governmental body or agency or for a certified IRC Section 501(c)(3) exempt organization or other project described in MGL Ch. 64H, sec. 6(f). To the best of my knowledge and belief, the described quantities of building materials and supplies noted on the reverse side are exempt from sales/use tax under the provisions of MGL Ch. 64H, sec. 6(f), and the described quantities of these materials and supplies are being purchased for use exclusively in the above contract.

3. *Exemption under MGL Ch. 64H, sec. 6(tt): Consulting/Operating Contractor as Agent of Governmental Entity.* I certify that the purchaser is a consulting or operating contractor or subcontractor as defined in MGL Ch. 64H, sec. 6(tt) and that the purchaser is authorized and acting as an agent of, and providing "qualified services," as defined in MGL Ch. 64H, sec. 6(tt), to a governmental body or agency described in MGL Ch. 64H, sec. 6(d). Attach Form ST-2. If Form ST-2 is not available, enter agency's exemption number. To the best of my knowledge and belief, the quantities of tangible personal property noted on the reverse side are exempt from the sales/use tax under the provisions of MGL Ch. 64 H, sec. 6(tt). The purchaser has been authorized under the above contract by a governmental body.

Regardless of the exemption claimed, I will maintain adequate records to show the disposition of all property purchased under this certificate. I understand that I am fully liable for the payment of any sales/use tax due in the event that the property purchased under this certificate is used in a non-exempt manner.

Signed under the penalties of perjury.

Signature

Title

Controller

Location and description of project and description of kind and quantity of property or receipts/invoices must be attached or noted on the back of this form. This form is approved by the Commissioner of Revenue and may be reproduced.



Form ST-5 Sales Tax Exempt Purchaser Certificate

Rev. 5/92
Massachusetts
Department of
Revenue

To Be Completed by Exempt Organization

Name: TOWN OF GREENFIELD

Address: TOWN HALL 14 COURT SQUARE

City: GREENFIELD State: MA Zip: 01301

Exemption Number: 046-001-163 Certificate expires on: NONE

Issue Date: JANUARY 4, 1989 Certificate expires on: NONE

Certification is hereby made that the organization named above is an exempt purchaser under Massachusetts General Laws, Chapter 64H, sections 6(d) or 6(e). All purchases of tangible personal property or services by this organization are exempt from taxation under said chapter to the extent that such property or services are used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate by any individual constitutes a serious violation and will lead to revocation.

Signed under the penalties of perjury.

Signature: *Elysha A. Benoit* Title: *Town Accountant* Date: *5/3/2011*

Warning: Willful misuse of this certificate may result in criminal tax evasion sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines.

To Be Completed by Vendor

Vendor's name: _____

Check applicable box: Single Purchase Certificate Blanket Certificate

Attach detailed receipts/invoices or describe property on the back of this form.

General Instructions

The organization or agency must have obtained a Certificate of Exemption (Form ST-2) from the Commissioner of Revenue, certifying that it is entitled to exemption and must attach a photocopy of Form ST-2 to this certificate. The vendor must retain a completed Form ST-5 accompanied by a copy of Form ST-2 in the same manner as other sales tax records. For further information regarding the requirements for retaining records, see Massachusetts Regulation 830 CMR 62C.25.1.

Notice to Vendors

Vendors must obtain a copy of the Certificate of Exemption (Form ST-2) at the time of any sale to an exempt organization. Vendors should verify the validity of the certificate presented to them by checking the expiration date on the certificate. Vendors must not honor a Certificate of Exemption that has expired. Staple a copy of Form ST-2 to this form. NOTE: Governmental agencies maintain ST-2 Certificates of Exemption that have an expiration date of "NONE."

Vendors should call the Taxpayer Assistance Bureau at (617) 621-5251 if they have any questions regarding a Certificate of Exemption which is presented to them.

If you have any questions about completing this certificate, please contact:

Massachusetts Department of Revenue
Taxpayer Assistance Bureau
215 First Street
Cambridge, MA 02142
(617) 621-5251

ST-2

MASSACHUSETTS DEPARTMENT OF REVENUE

CERTIFICATE OF EXEMPTION



Certification is hereby made that the organization herein named is an exempt purchaser under General Laws, Chapter 64H, Sections (d) and (e). All purchases of tangible personal property by this organization are exempt from taxation under said chapter to the extent that such property is used in the conduct of the business of the purchaser. Any abuse or misuse of this certificate by any tax-exempt organization or any unauthorized use of this certificate constitutes a serious violation and will lead to revocation. Willful misuse of this Certificate of Exemption is subject to criminal sanctions of up to 1 year in prison and \$10,000 (\$50,000 for corporations) in fines. (See reverse side).

TOWN OF GREENFIELD
TOWN HALL 14 COURT SQUARE
GREENFIELD MA 01301

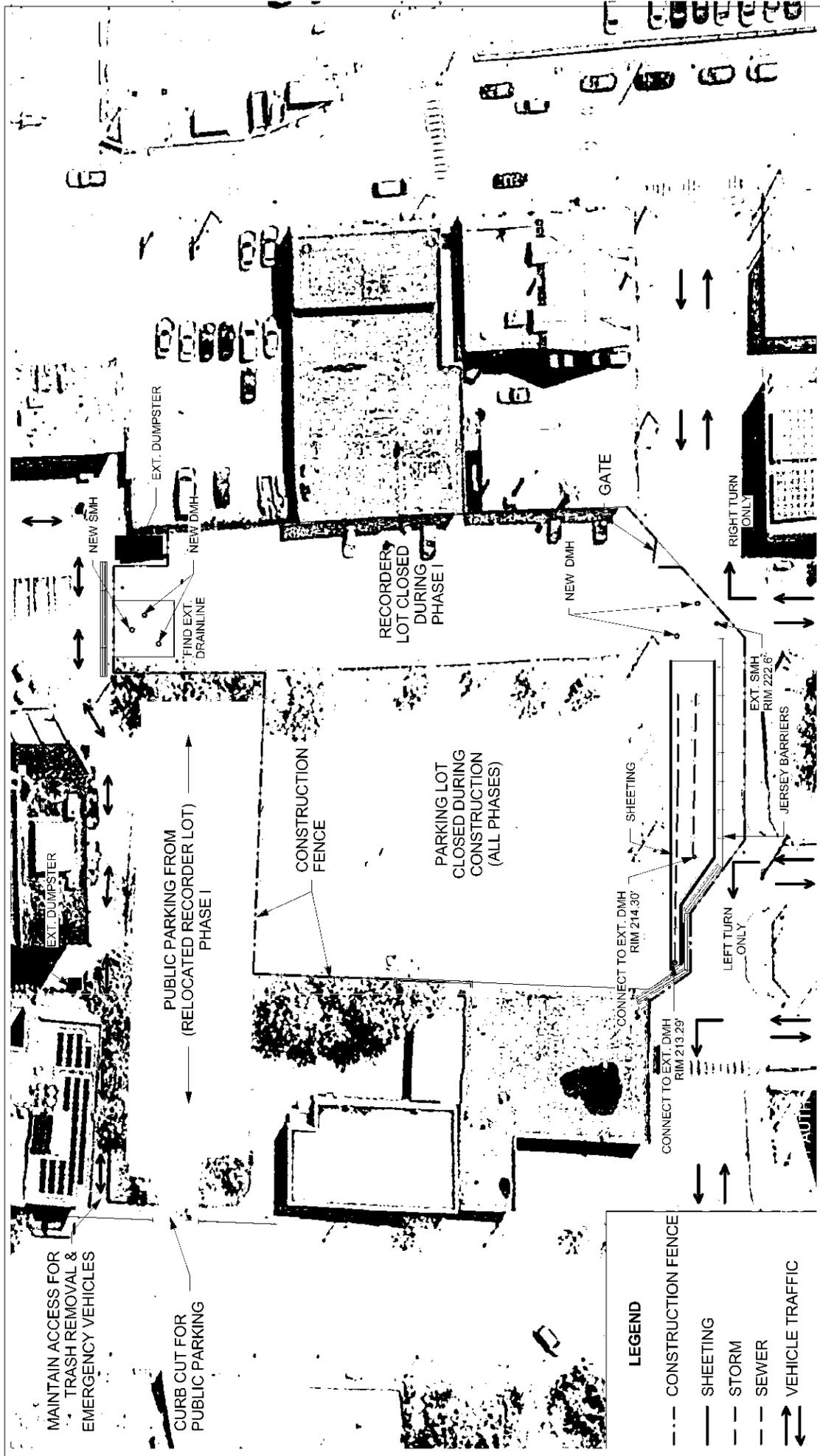
EXEMPTION NUMBER E
046-001-163

ISSUE DATE
01/04/89

CERTIFICATE EXPIRES ON
NONE

NOT ASSIGNABLE OR TRANSFERABLE

COMMISSIONER OF REVENUE
STEPHEN W. KIDDER

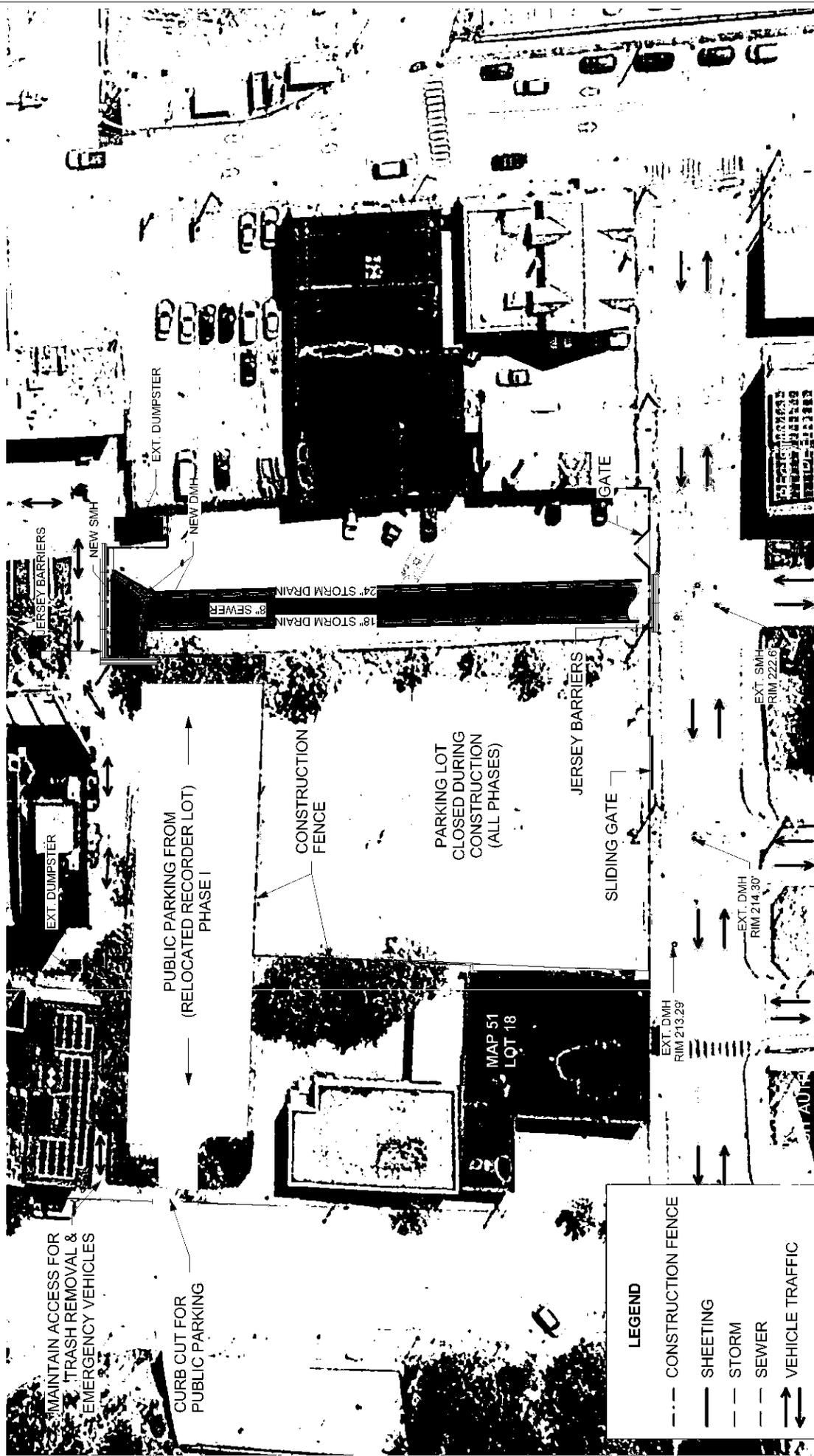


Site Logistics Plan - Phase I	
Project number	SL-01
Date	5/8/17
Drawn by	EA
Checked by	JW
Scale 1" = 40'-0"	

No.	Description	Date

Greenfield, MA
EXHIBIT K
 Olive Street Parking Facility


 Daniel O'Connell's Sons
 480 Hampden Street
 Holyoke, MA 01040
www.oconnells.com



LEGEND

- CONSTRUCTION FENCE
- SHEETING
- - - STORM
- - - SEWER
- ↔ VEHICLE TRAFFIC

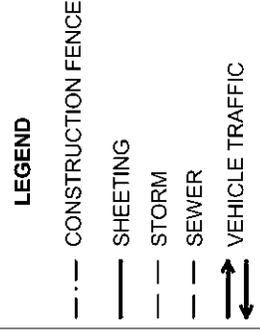


Daniel O'Connell's Sons
 480 Hampden Street
 Holyoke, MA 01040
 www.oconnells.com

Greenfield, MA
EXHIBIT K
 Olive Street Parking Facility

No.	Description	Date

Site Logistics - Phase II	
Project number	SL-02
Date	5/8/17
Drawn by	EA
Checked by	JW
Scale 1" = 40'-0"	

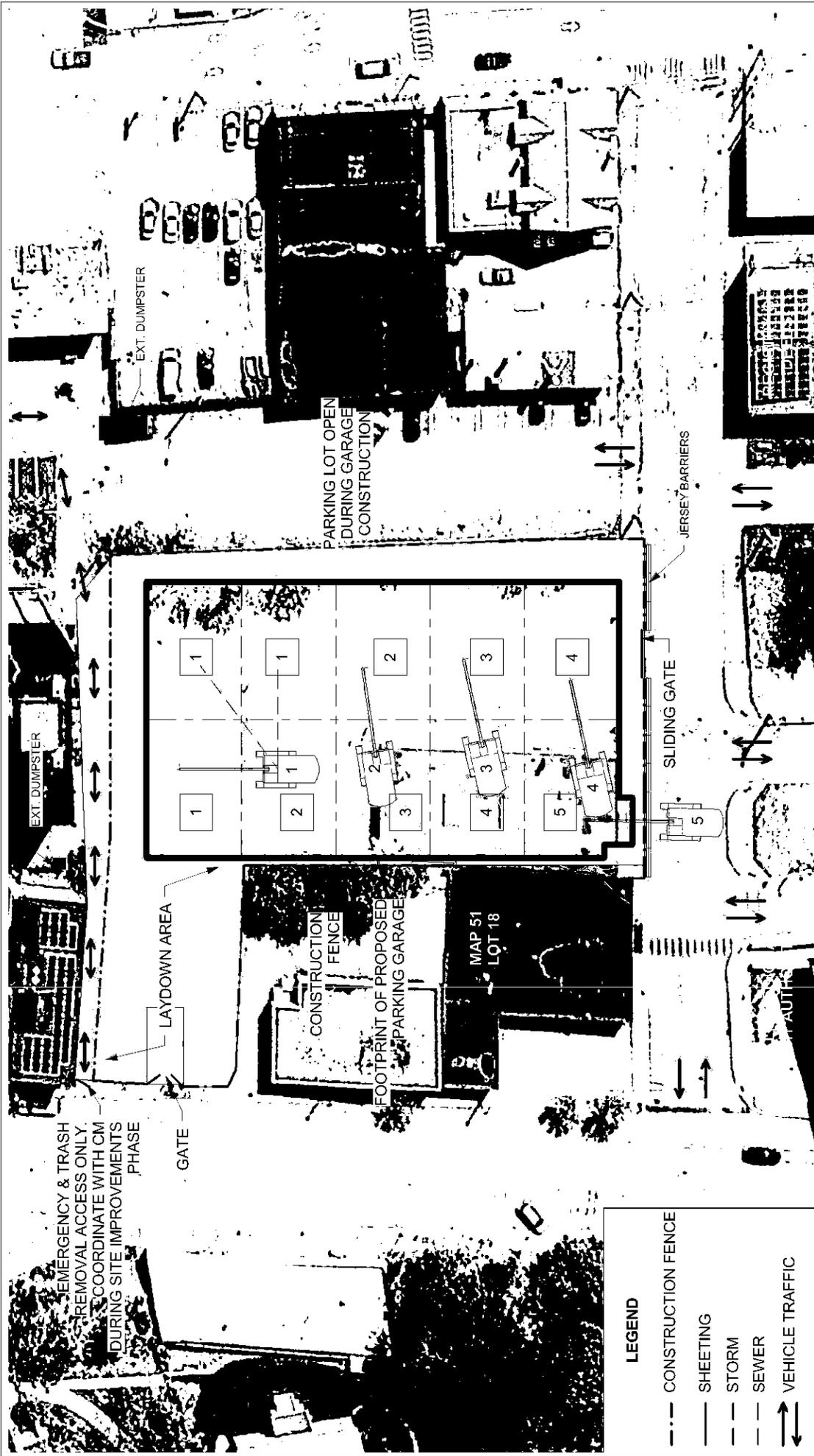


Site Logistics - Phase III	
Project number	SL-03
Date	5/8/17
Drawn by	EA
Checked by	JW
Scale 1" = 40'-0"	

No.	Description	Date

Greenfield, MA
EXHIBIT K
 Olive Street Parking Facility

DOC
 Daniel O'Connell's Sons
 480 Hampden Street
 Holyoke, MA 01040
 www.oconnells.com



EMERGENCY & TRASH
REMOVAL ACCESS ONLY.
COORDINATE WITH CM
DURING SITE IMPROVEMENTS
PHASE

GATE

LAYDOWN AREA

CONSTRUCTION
FENCE

FOOTPRINT OF PROPOSED
PARKING GARAGE

MAP 51
LOT 18

PARKING LOT OPEN
DURING GARAGE
CONSTRUCTION

EXT. DUMPSTER

EXT. DUMPSTER

SLIDING GATE

JERSEY BARRIERS

LEGEND

- CONSTRUCTION FENCE
- SHEETING
- - - STORM
- - - SEWER
- ↔ VEHICLE TRAFFIC



Daniel O'Connell's Sons
480 Hampden Street
Holyoke, MA 01040

www.oconnells.com

Greenfield, MA
EXHIBIT K
Olive Street Parking Facility

No.	Description	Date

Site Logistics - Parking Garage		
Project number	SL-04	
Date	7/13/17	EA
Drawn by	EA	JW
Checked by	JW	Scale 1" = 40'-0"

Hourly Rates for Change Order work include only the Base Rate & Fringe for each Trade, and the other (5) categories listed. (FICA, SUTA, FUTA, WC & GL)
 The rate designated below shall apply to all Change Order work throughout the project for that Subcontractor
 These Subcontractor Hourly Rates are confirmed at final scope review, and are included in their contract with Various percentage charges for safety, small tools, and other misc. items associated with Change Order hours is not accepted at DOC and will not be reimbursed.
 Subcontractor shall include relevant supporting information to validate these additional costs not included in t

COMPANY: _____

BID PACKAGE: _____

TRADE:

Journeyman				
Item	%	Standard Time	Overtime	Double Time
Base Rate		0.00	0.00	0.00
Fringe		0.00	0.00	0.00
FICA	7.65%	0.00	0.00	0.00
FUTA - see below		0.03	0.03	0.03
SUTA - see below		0.00	0.00	0.00
WC	0.00%	0.00	0.00	0.00
GL	0.00%	0.00	0.00	0.00
Other Insurance			0.00	0.00
Total:		0.03	0.03	0.03
Foreman				
Item	%	Standard Time	Overtime	Double Time
Base Rate		0.00	0.00	0.00
Fringe		0.00	0.00	0.00
FICA	7.65%	0.00	0.00	0.00
FUTA - see below		0.02	0.02	0.02
SUTA - see below		0.00	0.00	0.00
WC	0.00%	0.00	0.00	0.00
GL	0.00%	0.00	0.00	0.00
Other Insurance			0.00	0.00
Total:		0.02	0.02	0.02
General Foreman				
Item	%	Standard Time	Overtime	Double Time
Base Rate		0.00	0.00	0.00
Fringe		0.00	0.00	0.00
FICA	7.65%	0.00	0.00	0.00
FUTA - see below		0.02	0.02	0.02
SUTA - see below		0.00	0.00	0.00
WC	0.00%	0.00	0.00	0.00
GL	0.00%	0.00	0.00	0.00
Other Insurance			0.00	0.00
Total:		0.02	0.02	0.02

Notes:

1. Workman's Compensation shall be a fixed amount since cost are based on hours and not hourly rate.
2. Allowable deductins per state:

State		Journeyman Hrs/Yr	Foreman Hrs/Yr			
		1500	1900			
				%	Payroll Limit	Total per Year
	FICA			7.650%	\$ 118,500.00	\$ 9,065.25
	FUTA	\$ 0.03	\$ 0.02	0.600%	\$ 7,000.00	\$ 42.00
MA	SUTA	\$ 0.92	\$ 0.72	9.156%	\$ 15,000.00	\$ 1,373.40
CT	SUTA	\$ 0.68	\$ 0.54	6.800%	\$ 15,000.00	\$ 1,020.00
RI	SUTA	\$ 1.57	\$ 1.24	10.000%	\$ 23,500.00	\$ 2,350.00
NY	SUTA	\$ 0.15	\$ 0.12	2.100%	\$ 10,700.00	\$ 224.70
NH	SUTA	\$ 0.15	\$ 0.12	1.600%	\$ 14,000.00	\$ 224.00

Exhibit "M"

SUBCONTRACTOR'S GUARANTEE / WARRANTY FORM - ONE YEAR

Project: _____

DOC Project # _____
Date: _____

TO: _____

TO: _____
Daniel O'Connell's Sons, Inc.
P. O. Box 267
Holyoke, MA 01041-0267

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, we (I) guarantee/warranty the _____
Work, Specification Section(s) _____, including materials and equipment installed by us in the above-named building under our Agreement, Contract, C-_____, dated _____, with Daniel O'Connell's Sons, and change orders thereto, to be free from imperfect workmanship, and/or materials and equipment, and to be in accordance with all Contract Documents including Drawings and Specifications, revisions and written modifications made by the Architect. We agree to repair and/or replace and make adjustments necessary to meet specified performance results at our own cost and expense for a period of one (1) year from approved date of Substantial Completion, as hereinafter noted, all of the Work covered under said contract and change orders that may prove defective, including materials or equipment partially or completely covered by manufacturer's guarantee/warranty or which were not installed in accordance with Contract Documents at any time during the period of guarantee/warranty.

We also agree to pay the cost of all repairing all damage to other work resulting from defects in our own work and to pay the cost of replacing other work which we may disturb in making good the defects in our work.

All corrections to defective work will be done at the convenience of the Owner and will include all labor and material necessary to remove and replace any part of the building or its equipment installed under the Agreement noted above, where such removal may be necessary to complete the correct work. We further agree to make or have made any corrections or adjustments necessary to meet specific performance results.

Any materials or equipment which in the opinion of the Architect requires excessive service at any time during the first year of operation shall be considered defective and shall be replaced under this guarantee/warranty at no expense to the Owner. As to equipment or parts thereof which are replaced under this guarantee/warranty, or longer, per guarantee/warranty provisions, shall run from the approved date of Substantial Completion of the replaced installation or parts thereof.

Should the Owner, for his/her convenience, require the work to be done during hours other than regular working hours, the Owner shall pay all extra costs involved by such requirements.

It is understood that the Owner shall give notice of observed defects with reasonable promptness and all questions arising under this guarantee/warranty shall be decided by the Architect.

Approved date of Substantial Completion of work: _____

Date of expiration of this guarantee/warranty: _____

From: _____ To: _____
date date

Subcontractor/Supplier

By: _____

(Authorized Signature)

EXHIBIT "N"

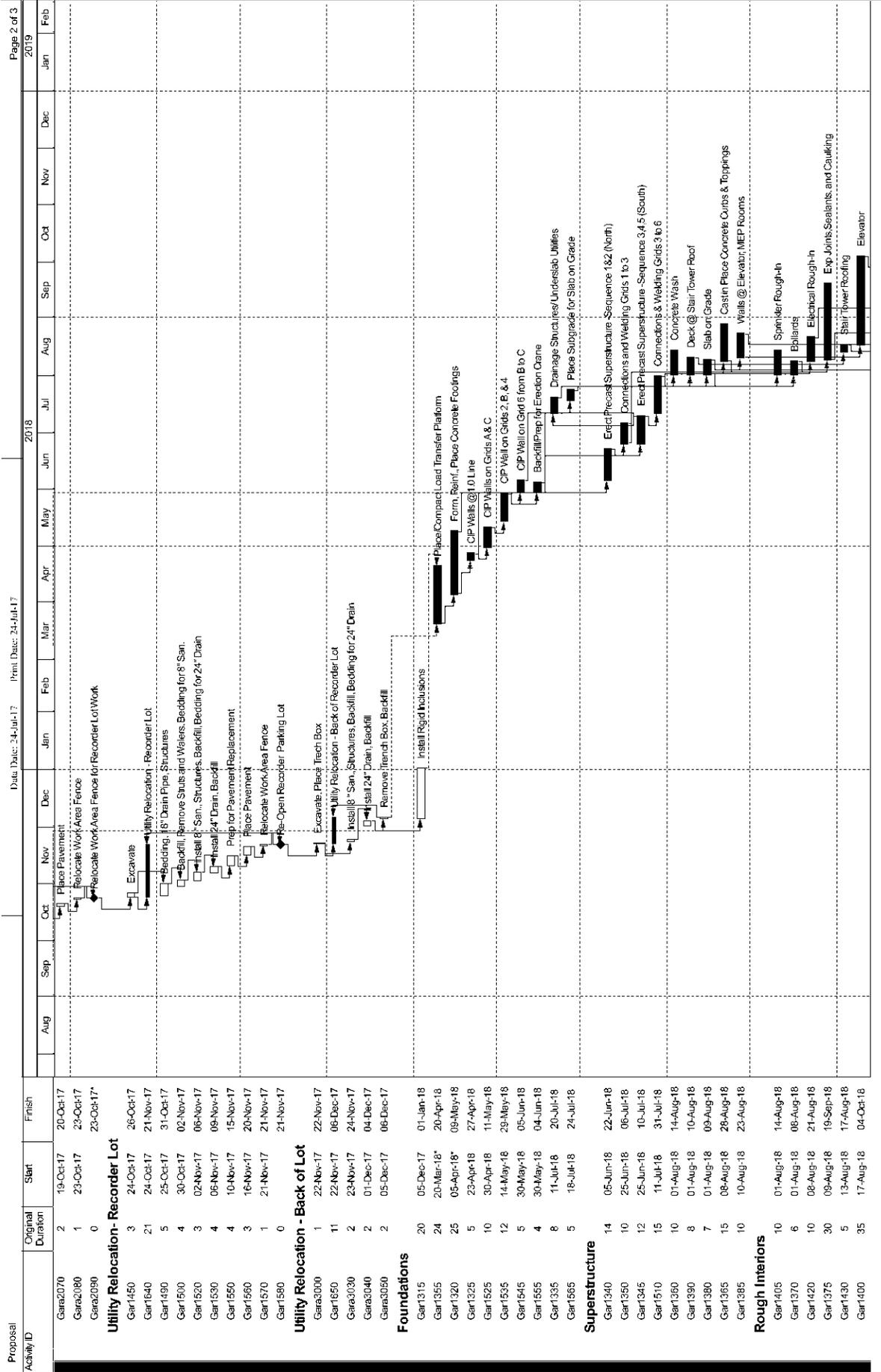


EXHIBIT "N"

Print Date: 24-Jul-17
 Date Date: 24-Jul-17
 2018
 2019
 Jan
 Feb
 Mar
 Apr
 May
 Jun
 Jul
 Aug
 Sep
 Oct
 Nov
 Dec
 Jan
 Feb

Proposal Activity ID	Original Duration	Start	Finish
Gar1435	20	20-Aug-18	14-Sep-18
Gar1395	12	24-Aug-18	10-Sep-18
Finishes			
Gar1460	20	09-Aug-18	30-Aug-18
Gar1590	15	10-Aug-18	30-Aug-18
Gar1610	20	10-Aug-18	06-Sep-18
Gar1620	25	10-Aug-18	13-Sep-18
Gar1425	5	30-Aug-18	05-Sep-18
Gar1500	20	31-Aug-18	27-Sep-18
Gar1455	4	06-Sep-18	11-Sep-18
Gar1465	7	12-Sep-18	20-Sep-18
Gar1470	8	21-Sep-18	02-Oct-18
Gar1475	0		04-Oct-18
Gar1480	10	05-Oct-18	18-Oct-18
Gar1485	0		18-Oct-18

EXHIBIT "O"

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ESTABLISHED 1879

Daniel O'Connell's Sons

Site Specific Safety Plan

For

Olive Street Parking Garage

Greenfield Parking Garage Project

Olive Street

Greenfield, MA 01301

Daniel O'Connell's Sons Project Number 2017-107

Revisions		
Revision Number	Description	Date
1	Minor edits	5/15/17
2	Edited address of DOC Field Office, new PM	8/2/17



PART 1 - Emergency Services Contact List

EMERGENCY SERVICES		
POLICE & FIRE EMERGENCY: LOCAL EMERGENCY SERVICES		911 or
	Police Department	413-773-5411
	Fire Department	413-774-4737
	US Poison Control	1-800-222-1222

LOCAL AREA HOSPITALS		
NAME	ADDRESS	TELEPHONE NUMBER
Bay State/Franklin Medical Center	164 High Street Greenfield, MA. 01301	413-773-0211
Services Provided:	All Major Medical Emergencies	

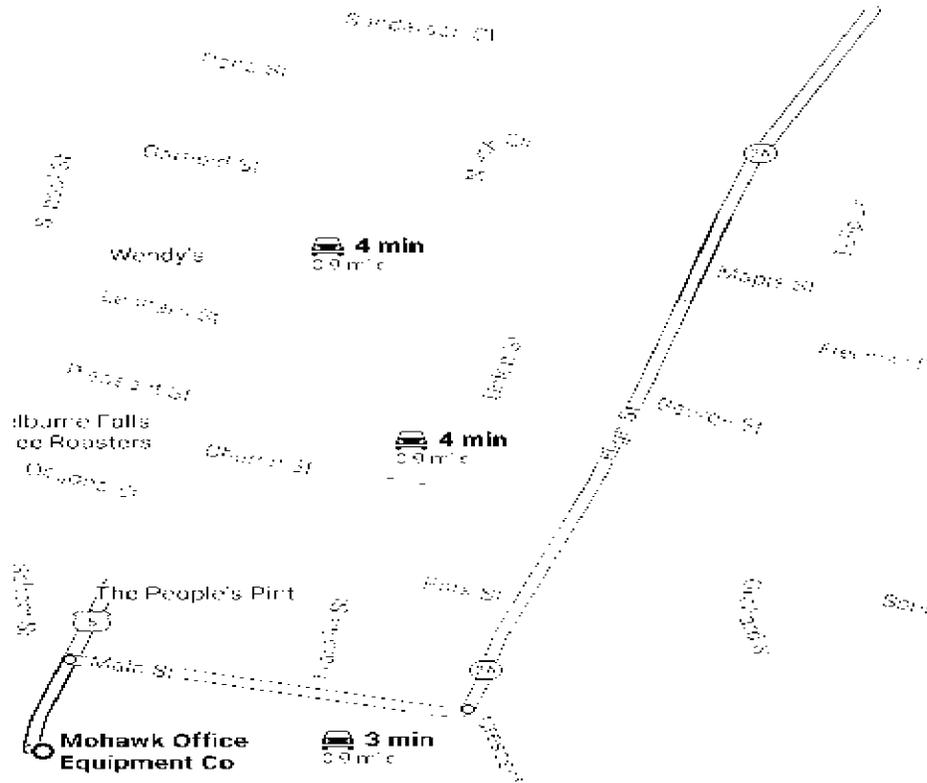
LOCAL NON-EMERGENCY HEALTH CLINIC		
NAME	ADDRESS	TELEPHONE NUMBER
AEIOU Urgent Care	489 Bernardston Road Greenfield, MA 03101	413-773-1394
Services Provided:	Minor Medical Issues	



PART 2 - Hospital Maps & Directions

Hospital Name	Bay State/Franklin Medical Center
Physical Address	164 High Street Greenfield, MA. 01301
Main Phone Number	413-773-0211

Directions

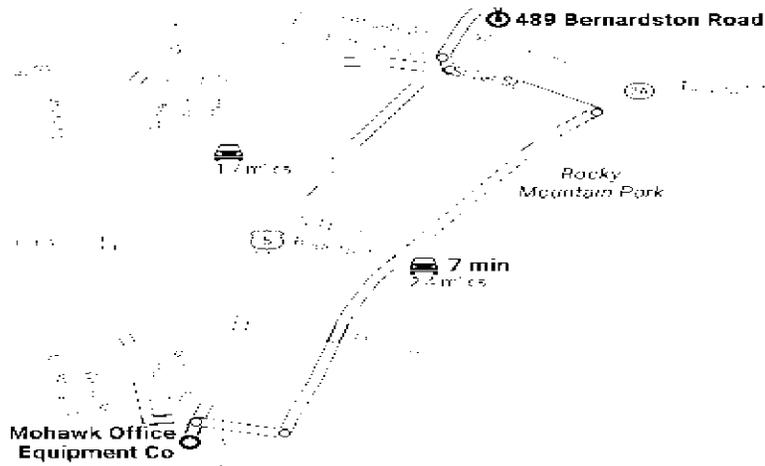


1.	Head North on Bank Row towards Court Square	6.	
2.	Turn R onto Main Street	7.	
3.	Continue to High Street	8.	
4.	Hospital will be on the left	9.	
5.		10.	



Directions

Clinic Name	AEIOU Urgent Care	
Physical Address	489 Bernardston Road Greenfield, MA 01301	
Main Phone Number	413-773-1394	



1.	Head North on Bank Row towards Court Square	6.	Turn R onto US-5 / RT 10 Bernardston
2.	Turn R onto Main Street	7.	AEIOU Urgent Care will be on your R
3.	Continue to High Street	8.	
4.	Turn L onto Silver Street	9.	
5.	Turn R onto Long Farm Terrace	10.	

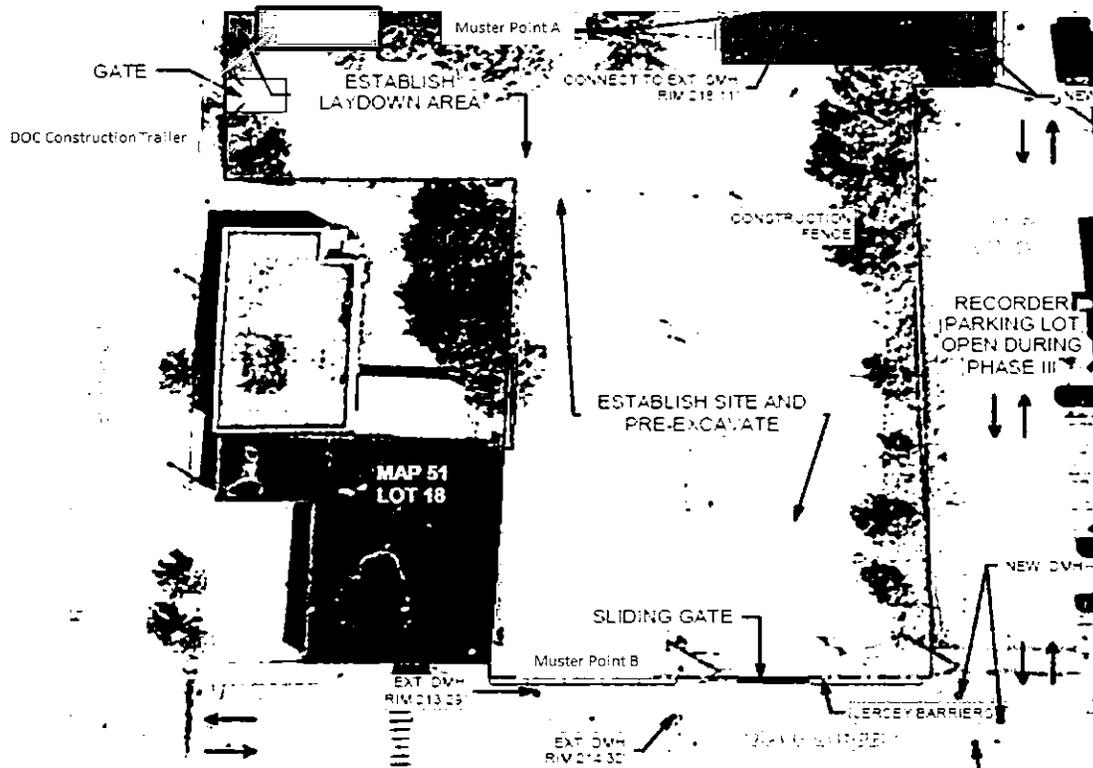


PART 3 - Site Evacuation Plan

Olive Street Parking Garage Project- 33 Bank Row, Greenfield, MA. 01301

- In the case of Fire or Emergency call 911 for assistance;
- All workers will exit the project area and assemble at the specified Muster Point (A or B).
The General Foreman will take a roll call to account for all personnel;
- Notify the DOC Superintendent of any fire or emergency;
- All workers must receive training on this evacuation plan;
- Visitors to the job site must be made aware of the evacuation plan.

Site Logistics Plan





PART 4 - Project Contact List

DOC Onsite Contacts

Title	Name	Phone	Email
Project Manager	Joe Imelio	413-326-0023	jimelio@oconnells.com
Superintendent	Pete Sickler	413-326-1582	psickler@oconnells.com
Field Engineer	TBD		
Safety Engineer	Scott Sattler	413-351-5842	ssattler@oconnells.com

DOC Core Team Support

Title	Name	Phone	Email
DOC Project Executive	Joe Imelio	413-326-0023	jimelio@oconnells.com
VP Corporate Safety	Nate Clinard	603-770-7221	nclinard@oconnells.com

Owners Project Manager

Title	Name	Phone	Email
Sr. Project Manager, Skanska USA	John Benzinger	413-281-8934	

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This Site Specific Safety Plan (SSSP) must be reviewed, understood and signed by each Contractor's Supervisor (authorized representative) responsible for the on-site performance of the work for which they are contractually responsible (**see the last page of this document, sign and provide copy to DOC prior to starting any work**). Furthermore, it is the responsibility of the Contractor's Supervisor, through their signature on the acknowledgement page, to ensure these rules, (including those of the Contractor and their own SSSP) are reviewed as part of their New Hire Orientation for this project, understood and followed by all Contract Supervisor's employees or sub-contractors for which they hire in order to meet their contractual obligations.

Contractors/subcontractors are required to employ competent supervisory and field personnel who are qualified and trained for the type of work they will perform, providing all applicable training and safety instructions, and assuring that safe practices are followed. This includes verifying that employees reporting to work are physically able to do all the aspects of their jobs. Contractor/subcontractor employees reporting for work shall have successfully completed an OSHA Ten-Hour or Thirty-Hour Construction Training Program. At least one English Speaking Forman must be on site at all times.

I. Introduction

1. This Site Specific Safety Plan (SSSP) will govern the safety aspects of the way that contractors and their subcontractors and agents perform work at the **Olive Street Parking Garage Project**. These rules are meant to convey Daniel O'Connell's Sons, Inc. (DOC) minimum expectations regarding safe work practices, which does, in some instances, exceed the requirements of OSHA and other regulatory agencies. These work rules are to be considered as an addition to any safety rules or regulations of the contractor, including their own SSSP.
2. If applicable, contractors must provide their employees with appropriate training concerning bloodborne pathogens. This training and awareness shall meet and/or exceed OSHA CFR1910.1030 and all applicable appendices.
3. Contractors and their employees are responsible for safety. This includes following all safety, health, and environmental rules and regulations, including but not limited to the latest versions of Federal Regulations (OSHA, EPA, DOT, etc.) that are pertinent to the work they are performing, and in effect or that may take effect during the work. Further, any DOC rules and procedures, Owner/Client/Owners Representative rules, and safe work practices must be followed in the performance of their work. Failure to comply will not be tolerated and is just cause for expulsion from the Project. DOC has a strict policy to document and address unsafe work practices. Documented warnings shall be used for observed unsafe work practices. If a person is observed working in an unsafe manner a second time, DOC will, at our discretion, remove them from site or suspend them from working for a period of time. DOC takes the Safety of workers and those on the project seriously.

Further, each contractor shall monitor safety compliance for their employees. It is expected that non-conformance with this SSSP, contractor's safety rules/policies/procedures/SSSP or owner/client/owners representative safety rules shall be immediately corrected and a record of the non-conformance and corrective action (disciplinary action) be provided to DOC immediately. DOC Field Safety Engineers will perform periodic Safety Audits in the presence of DOC Field



Leadership. Positive observations, as well as any non-conformances, will be documented along with the corrective action. These audits will be shared with all appropriate subcontractors.

- 4. Each contractor is and shall remain an independent contractor as to all work performed under the contract. Nothing herein shall relieve a contractor of its responsibility for safety. Contractors remain solely responsible for the safety of their employees and the work they perform. As such, DOC expects them to take appropriate action to ensure the safety of their employees and others who may be affected by their work and activities. Unsafe conditions shall be addressed immediately.
- 5. Neither compliance with this SSSP nor DOC's approval of any actions or procedures of the contractor shall relieve the contractor of its obligation to always use due care in performing work and to take any additional precautions necessary or proper under the circumstances to prevent injury or property damage.

II. General Safety Rules

1. Planning and Forethought

Contractor's shall exercise planning and forethought regarding all work. As a minimum, this requires the contractor to apply the same planning and management skills to the safety and environmental aspects of the job as to the bid preparation, work assignment, job scheduling, and other productivity and quality aspects. **Contractor's shall develop a Site Specific Safety Plan (SSSP) for the work and assign a person with full-time or collateral safety oversight responsibilities. The SSSP must be provided to DOC prior to the start of any work.**

2. Emergency Response

Prior to the start of work, contractors must coordinate emergency response with DOC. This may include preferred means of reporting and responding to emergencies, evacuation alarms and routes, medical treatment facilities available, etc. After this is coordinated, DOC will develop list of contact numbers and distribute to each contractor. These numbers and reporting requirements are to be posted in conspicuous locations for immediate use. At a minimum, when reporting an emergency, contractors must clearly state what the emergency is, where they are located, and any other information to allow the appropriate response action. This includes requesting fire or ambulance equipment if needed. A draft Emergency Action Plan (EAP) is attached to this SSSP. (Attachment I)

3. Medical Treatment

Contractors shall be equipped with their own first aid kits. Contractors are responsible for arranging transportation for employees to receive medical attention for minor injuries not requiring 911 emergency responses. DOC has already established the following as the local medical facility:

<p>NON-911 INIURIES: AEIOU Urgent Care 489 Bernardston Rd. Greenfield, MA 01301 413-733-1394</p>	<p>911 INIURIES: Bay State/Franklin Medical Center 164 High St. Greenfield, MA 01301 413-773-0211</p>
---	--



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Please call the number above to advise the Medical Staff that an employee is being transported to the facility so they may check them in to reduce any wait times. **Distance from the project to AEIOU Urgent Care is approximately 2 miles. Distance from the project to Bay State/Franklin Medical Center is approximately 2.4 miles. Maps and directions are attached to this document.**

4. Pre-job Safety Briefings

Contractors must conduct pre-job safety briefings (commonly known as toolbox discussions, tailboard discussions, etc.) with all workers that will be involved in the job at the start of each shift, when the scope of work changes, and before new work assignments. These discussions must cover the actual and potential hazards of the job, the specific PPE requirements, and all other precautions required to prevent injury or property damage. Copies of completed pre-job safety briefings must be made available upon request. **A sample Pre-Job Brief is attached to this document for your use if you do not have one developed. (Attachment II)**

5. Training Records

Contractors shall have training and certification records and other such documentation for its employees that are pertinent to the work to be performed available on site or immediately available for review by DOC upon request. One employee for each contractor shall be certified in 1st Aid/CPR.

6. Alcohol, Drugs, and Firearms

Alcoholic beverages, beverages labeled as "non-alcoholic," controlled drugs (other than prescribed drugs), or firearms are not allowed on the Jobsite (including parking lots) nor shall any worker under the influence of alcohol and/or drugs be allowed on the Jobsite. The sale or use of alcohol and/or drugs on the Jobsite is strictly prohibited.

7. Reporting Injuries and Other Incidents

Contractors are required to immediately report to DOC all injuries, illnesses, property damage and near misses to their personnel. **Complete and thorough investigations listing contributing cause(s) and root cause, including a list of corrective actions taken or planned, shall be provided to DOC within 24 hours of the incident. The contractor is responsible for all OSHA and State Reporting/Recordkeeping requirements and shall complete these tasks within 24 hours with copies to DOC.**

8. Inspection and Maintenance Records

Inspection and maintenance records (daily, weekly, monthly, annual, etc.) of cranes, hoists, personnel lifts, scaffolds, excavations, PPE, etc., are subject to DOC review and must be readily available.

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III. Specific Safety Rules

1. Fall Protection

100% fall protection is required whenever the fall hazard is six (6) feet or greater, regardless of the type of work being performed. Contractors are responsible for determining the suitability of potential anchorage points. In many instances, the use of shock absorbing lanyards will not provide the required fall distance. Therefore, each contractor shall have an adequate supply of retractable lanyards on hand in an effort to prevent unnecessary delay and afford the appropriate protection. **If an unguarded fall hazard is identified by a contractor, it must be reported to DOC immediately.**

2. Trenching and Excavating

No trenching or excavation work may begin until the contractor has designated a competent person to oversee the work and has informed DOC of the name(s) of the competent person(s) and the basis for such determination. **Contractors are to assume all soil is Type C unless they prove otherwise with appropriate engineering tests.** Contractor is responsible for contacting the appropriate "Call Before You Dig" or "Dig Safe" agency a minimum of three (3) working days prior to the planned start of any excavation. All trenches and excavations shall be securely guarded to prevent inadvertent entry/falls while open. All trenching and excavation activity shall meet and/or exceed OSHA CFR1926.500 and CFR1926.650-652 and all applicable appendices, as well as State Law. **Pre-use inspection documentation must be performed with documentation available for review upon request.**

3. Scaffolding

No scaffolding work may begin until the contractor has designated a competent person to oversee the work and has informed DOC of the name(s) of the competent person(s) and the basis for such determination. **100% fall protection is required at all times during erection, maintenance, and dismantling of the scaffold whenever the fall hazard is six (6) feet or greater.** Scaffold posts and other members may not be used for fall protection anchorage unless contractor provides written certification acceptable to DOC. All scaffolding activity shall meet and/or exceed OSHA CFR1926.450-454 and all applicable appendices. **Pre-use inspection documentation must be performed with documentation available for review upon request.**

4. Housekeeping

Contractors shall keep the job site neat, clean, and free of debris, trash, and hazards. Contractor shall store all materials in a neat and orderly fashion. As a minimum, contractors shall perform housekeeping activities in their delineated work areas.

5. Hot Work

Charged and inspected Fire Extinguishers shall be placed in various locations throughout the facility. Hot work is any work that involves the use of burning or welding equipment, brazing equipment, explosives, open flames, grinders, powder actuated tools, and any other activity that produces a flame, spark, or excessive heat. Hot work requires the contractor to conduct a hazard assessment and take appropriate actions to prevent the ignition of combustible and flammable materials, including but not limited to the use of welding tarps, fire watches, and the immediate



availability of fire extinguishers (within 35' of the activity). The contractor shall comply with all applicable safety regulations (Federal, State, etc.) that are in effect, or may come in to effect, at all times when performing hot work activities. If applicable, contractor shall work with DOC and the owner to place the fire detection system in local mode.

6. Smoking

Smoking (including e-cigarettes) is prohibited within the parking garage and within 25' of the structure.

7. Lifting and Hoisting

Contractor shall not move loads suspended from mobile equipment without the load being secured (tag lines) to prevent swinging. All chains, cables, rope, etc., suspended from mobile equipment shall be properly fastened. Tag lines shall be used on all loads handled by lifting equipment, except when there is a danger of the equipment, load, or tag line making contact with energized parts. Swing load radius must be barricaded during moving of suspended loads. Rigging equipment shall be inspected as applicable with documentation made available upon request.

8. Guarding of Holes and Openings

Contractor shall guard or place appropriate barricades around temporary openings in floors, handrails, excavations, etc., to prevent inadvertent entry. Covers over excavations or floor holes shall be secured, conspicuously marked (Danger, Open Hole. Do Not Remove) to indicate the hazard and the danger of removal.

9. Ladders

Only ladders constructed of fiberglass may be used in and around electrical equipment. Ladders are to be properly positioned, extending at least 3 feet at the exit level. **Straight and extension ladders are to be secured at all times when in use.** Step ladders may not be used in the closed position and no person may stand or sit on the steps or platforms on which standing or sitting is prohibited. Job-built ladders will be built to industry (ANSI/OSHA) standards, meet the above tie-off requirements and be inspected by the contractor daily. **Aluminum ladders may be allowed, in very limited circumstances, with the approval of the DOC Superintendent.**

10. Tools and Equipment

Contractors are responsible for providing the proper tools and equipment. Except in rare or emergency situations, DOC will not provide or lend tools or equipment, including personal protective equipment.

11. Walks and Roadways

When working on the project, contractors shall not hinder or obstruct the normal flow of vehicular or pedestrian traffic without prior coordination with DOC. In such cases, appropriate actions must be taken to alert traffic of the hazard and/or control the flow of traffic to ensure safety. Contractor shall provide approved lights, barriers, signs, warning devices, signal persons, and/or other precautions appropriate to the situation.

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12. Lock out/Tag out

Contractor is to coordinate lock out/tag out with DOC as needed. Contractor will be required to comply with Cogentrix lock out/tag out requirements.

13. Confined Space Entry

All confined spaces are considered to be permit-required confined spaces unless the contractor conducts a written hazard assessment that documents otherwise. Before any confined space entry activities are made, DOC will be notified to ensure there is no operational impact to the client. Copies of all documents used in the entry process will be made available to DOC upon request. All confined space entry activities shall meet and/or exceed OSHA CFR1926.1200-1213 and all applicable appendices.

14. Personal Protective Equipment (PPE)

As a minimum, work performed on this project requires the use of safety glasses, safety shoes, hard hats and hi-visibility vests, shirts, jackets, etc. Determining additional PPE requirements, such as the use of face shield while cutting/grinding, is the responsibility of the contractor. Contractor's PPE hazard assessment certifications are subject to review by DOC. Cut off shorts are not allowed. **The pre-job briefing shall be referenced to assist in determining PPE requirements.** (See Attachment II)

15. Barriers, Signs, and Signage Credibility

Work areas, whether indoors or outdoors, restricted to entry by unauthorized persons shall be clearly marked and delineated. Unless otherwise permitted, such marking shall consist of a conspicuous rope or caution tape with appropriate DANGER, CAUTION, or other appropriate signs that note the nature of the hazard and provide guidance to the reader. The placement of orange cones or signs alone may not be adequate. Detours, whether for vehicular or pedestrian traffic, shall be clearly marked along the entire route. Signs, barriers, and similar markings shall be checked and maintained throughout the period of need and shall be removed promptly when the need has ended.

16. Communications with DOC Personnel

Planned work activities, which may affect or disrupt work of the owner, shall be communicated to DOC far enough in advance (no later than 72 hours) to allow for coordination, accommodations, or resolution of conflicts.

17. Demolition Activities

Demolition activities shall be coordinated with DOC and shall follow OSHA CFR1926.850 et al. A demolition plan shall be provided far enough in advance of demolition activities in order to not delay any other activities.

18. Asbestos, Lead, and Other Hazardous Substances or Contaminates

The contractor is responsible for ascertaining the presence of asbestos, lead or other hazardous substances that may impact in the performance of their work. Upon identification, contractors are

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to inform their employees and ensure appropriate precautions are taken along with required training. Air monitoring will be performed, as necessary, by the contractor performing work that impacts these materials, in order to assist in the determination of appropriate level of PPE required. Dust control will be emphasized throughout the project.

19. Nail guns and Powder-Actuated Tools

Nail guns, Hilti Guns, and similar tools shall be used in such a manner to ensure the projected fastener cannot miss or penetrate the intended surface and strike an unintended person or object, including but not limited to the fastener becoming an airborne projectile. Precautions include, but are not limited to directing the line of fire away from other persons, including passersby, preventing access to the opposite sides of nailing surfaces (e.g., walls), and preventing access closer than 20 feet to Hilti gun use.

20. Fire Retardant (FR) Clothing

Certain electrical activities require the use of fire retardant (FR) clothing. Contractor is to coordinate with DOC to determine administrative "When-to-wear" owner/client/owner representative requirements that may exceed OSHA requirements.

21. Electrical Awareness

High voltage electrical lines and equipment exist throughout the property. Contractor must provide, or ensure that all persons working under a contract have received, electrical awareness training appropriate to the work they will be performing. The intent of the training is to ensure persons understand the hazards of electricity and the actions they must take to prevent inadvertent contact. At no time will contractors disturb/manipulate lockout tags on the property.

22. Hazard Communication/GHS

All contractor-supplied hazardous materials and chemicals must be reviewed by DOC prior to entry on the project and its use. All MSDS or SDS's and associated instruction/warning sheets must be provided to DOC far enough in advance of the time of intended use. Contractor must also have a copy of its Hazard Communication/GHS program available for review upon request. All containers used to handle chemicals, fluids, or hazardous material must be labeled according to OSHA CFR1910.1200 and all applicable appendices.

23. Chemical Use and Disposal

Contractor is responsible for ensuring safe and proper use of all chemicals and hazardous materials, and to take precautions necessary to prevent exposure to other persons. Chemicals, fluids, and hazardous materials transferred from their original containers must be placed in containers approved for their use. Unless otherwise directed, disposal and removal of all such chemicals and materials is the responsibility of the contractor. However, temporary storage locations and removal shall be coordinated with DOC and the owner.

24. Environmental

Contractor is responsible for immediately containing, reporting to DOC and the appropriate regulatory agencies, and remediating all chemical discharges of any quantity to the environment. Remediating discharge of DOC furnished chemicals will be performed by DOC or its designated

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licensed contractor and billed to the responsible contractor. **All spills shall be reported to DOC immediately.**

25. Daily Site Walk-throughs

Contractors shall perform daily site walkthroughs to field verify that their employees/representatives are working safely and following all applicable safety requirements. Each contractor should document to DOC, at the end of each day, that there were no injuries to their employees/representatives and that they have left no un-controlled hazards in their work areas.

End



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Site Specific Safety Plan Acknowledgement Form

Instructions:

- Senior Management: Sign and return with executed contract.
- Field Supervision: Sign and date where indicated in the presence of DOC.
- DOC Field Management: Sign and date where indicated below and file on Project.

As an authorized representative of my company, I have reviewed the SSSP for this project and agree to work in conformance with them, as well as those of OSHA, along with our internal safety rules/policies/procedures and our own SSSP for the project. Furthermore, I agree to review these rules and requirements with all of my employees and representatives prior to them beginning work on this project. Any questions I had pertaining to these rules and requirements have been answered by DOC.

Contract Company or Organization Represented

Print Name

Signature

Date

DOC Rep (print name)

DOC Rep Signature

Date



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Site Specific Safety Plan (SSSP) for Olive Street Parking Garage Project

Date:

8/2/2017

Employee Orientation Acknowledgement Form

(To be signed by all employees onsite.)

Project: Olive Street Parking Garage Project

Olive Street

Greenfield, MA. 01301

I have read, been instructed, and understand all the job site requirements regarding safety and environmental concerns while working at the Olive Street Parking Garage Project.

Company Name

Name/Title

Signature

Date

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Appendix I ~ Emergency Action Plan

DANIEL O'CONNELL'S SONS, INC
Olive Street Parking Garage Project
40 Bank Row
Greenfield, MA. 01301

EMERGENCY ACTION PLAN

The *Emergency Response Team* shall consist of:

Joe Imelio – Project Manager
 Pete Sickler – Superintendent
 TBD – Field Engineer
 Scott Sattler – Field Safety Engineer

In case of Emergency, including accident, fire, hazardous materials incident, medical emergencies and suspicious activities/person(s), call 911.

1. All incidents, including near misses, personal injury and Property Damage shall be reported to DOC immediately. A draft report, including pictures and supporting documentation must be submitted to DOC within 24 hours of the occurrence.
2. In case of Fire Alarm or the sound of the Project Air Horn, all persons are required to evacuate the building, and report to a designated "MUSTER POINT" (A or B).
3. An Emergency Response Team Member, or their designee, shall meet the Ambulance, Fire and/or Police Department(s) to assist with information and to provide the necessary assistance, as requested.
4. Fire Extinguishers can only be used, for incipient fires, by persons that have been trained in their use, after
 - a) Fire Alarm has been activated, and,
 - b) 911 has been called.
5. To ensure this information is shared with each project worker, it will be part of the DOC Site Specific Safety Plan (SSSP) and acknowledged by each subcontractor's superintendent/foremen.

Note: DOC personnel will be the designated spokesperson(s) when dealing with any press related to the emergency.

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Appendix I ~ Emergency Action Plan (continued)

EMERGENCY CONTACT NUMBERS

POLICE/FIRE/EMT 911

Bay State/Franklin Medical Center
413-773-0211

AEIOU Urgent Care
413-773-1394

BUILDING EVACUATION PLAN

In the event of a FIRE or BUILDING EMERGENCY, the procedure below is to be followed:

1. Any person that witnesses a fire or an evacuation situation is to activate the building fire alarm. This will enact the Building Evacuation Plan.
2. All foremen are to demand that work cease immediately and direct his/her employees to report outside to the front of the building. The foreman will take a head count of his/her employees and report any missing employee(s) to DOC personnel.
3. Everyone is to remain in the "Muster Point/Accountability Area", or an area designated during the emergency, until the Outside Emergency Responders (Fire Department, Police, etc.) indicate that it is safe to return to work.

BE CAREFUL TODAY!!

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Appendix I ~ Emergency Action Plan (continued)

Project Contact Information

Main Office

Daniel O'Connell's Sons
480 Hampden Street
Holyoke, MA 01040
413-534-5667
Fax 413-534-2902

VP - Corporate Safety: Nate Clinard
Direct: 413-540-1449
Mobile: 603-770-7221

DOC Greenfield Parking Garage Field Office:

Daniel O'Connell's Sons
40 Bank Row
Greenfield, MA. 01301

Emergency Call Sequence

Project Superintendent	Pete Sickler Mobile: 413-326-1582	1
Field Engineer	TBD Mobile:	2
Field Safety Engineer	Scott Sattler Mobile: 413-351-5842	3

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Appendix I ~ Emergency Action Plan (continued)

Emergency Phone Numbers

Ambulance:	911
Fire:	911
Police:	911
 Hospital:	 Bay State/Franklin Medical Center 164 High Street Greenfield, MA. 01301 413-773-0211
 Medical Center:	 AEIOU Urgent Care 489 Bernardston Road Greenfield, MA 413-773-1394
 Dig Safe:	 811
State Police:	911
Police:	911
Fire Department:	911
EMS:	911

Note: Additional Emergency Phone Numbers will be posted in various locations.



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Site Specific Safety Plan (SSSP) for Olive Street Parking Garage Project

Appendix II ~ Hazard Assessment (STAR Card) - continued

<input type="checkbox"/> YES / <input type="checkbox"/> NO <input type="checkbox"/> Chain Saw Chaps <input type="checkbox"/> Chemical Goggles <input type="checkbox"/> Chemical Suit <input type="checkbox"/> Face Shield <input type="checkbox"/> Fall Distance Calculated <input type="checkbox"/> Hearing Protection <input type="checkbox"/> Leather Gloves <input type="checkbox"/> PPE Inspected <input type="checkbox"/> Respirator Protection <input type="checkbox"/> Rubber Gloves / Boots <input type="checkbox"/> Traffic Vests <input type="checkbox"/> Tyvek Suits <input type="checkbox"/> Other: <input type="checkbox"/> Checking No is similar to N/A YES / NO POST JOB TASKING <input type="checkbox"/> Housekeeping Completed <input type="checkbox"/> Tools / Equipment Stored <input type="checkbox"/> Other - List Below <input type="checkbox"/> Checking No is similar to N/A 	<input type="checkbox"/> YES / <input type="checkbox"/> NO <input type="checkbox"/> Communication <input type="checkbox"/> Cable Length <input type="checkbox"/> Inspection <input type="checkbox"/> Load Angle <input type="checkbox"/> Load Weight / Rating <input type="checkbox"/> Overhead Clearances <input type="checkbox"/> Outrigger Footing <input type="checkbox"/> Tag Lines <input type="checkbox"/> Checking No is similar to N/A YES / NO WELDING / BURNING <input type="checkbox"/> Bottle Storage / Transport <input type="checkbox"/> Flashback Arrestors <input type="checkbox"/> Fire Extinguisher <input type="checkbox"/> Fire Watch <input type="checkbox"/> Systems Drained <input type="checkbox"/> Welding Lead (s) Condition <input type="checkbox"/> Welding Screens In Place <input type="checkbox"/> Checking No is similar to N/A YES / NO ELECTRICAL <input type="checkbox"/> Check For Potential <input type="checkbox"/> Exposed Conductors <input type="checkbox"/> Fire Retardant Clothing <input type="checkbox"/> GFI Protection <input type="checkbox"/> Safe Working Distances <input type="checkbox"/> Vehicle Grounds <input type="checkbox"/> Cords Inspected <input type="checkbox"/> Ground Prong In Place <input type="checkbox"/> Checking No is similar to N/A 	<input type="checkbox"/> YES / <input type="checkbox"/> NO <input type="checkbox"/> Dig Safe <input type="checkbox"/> Soil Classification <input type="checkbox"/> Competent Person Identified <input type="checkbox"/> Depth Identified <input type="checkbox"/> Cave-In Protection In Place <input type="checkbox"/> Access/Egress Every 25 Feet <input type="checkbox"/> Air Tested <input type="checkbox"/> Fall Protection <input type="checkbox"/> Barrier Protection <input type="checkbox"/> Exposure to Traffic <input type="checkbox"/> Daily Excavation Inspection Report <input type="checkbox"/> Completed <input type="checkbox"/> Checking No is similar to N/A YES / NO LADDERS / SCAFFOLDS <input type="checkbox"/> Fall Protection—retractable / beam runner / lanyard <input type="checkbox"/> Handrails & Midrails <input type="checkbox"/> Material Host Rope <input type="checkbox"/> Proper Footing <input type="checkbox"/> Scaffold Tags Current <input type="checkbox"/> Toe Boards <input type="checkbox"/> Tied Off <input type="checkbox"/> Work Positioning <input type="checkbox"/> Checking No is similar to N/A
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EXHIBIT "P"
SUBCONTRACT RIDER "A"

MGL c. 149, §29E

Notwithstanding anything to the contrary set forth in the Subcontract to which this Rider is attached, the terms of this Rider and MGL c. 149, §29E shall apply to and govern the terms of periodic progress payments covered herein, and shall supersede any conflicting terms in the Subcontract with respect to such payment terms, which are stated below:

1. Subcontractor's Applications for Payment: Processing and Payment of Periodic Progress Payments

a. Subcontractor's Application for Payment for a periodic progress payment shall be submitted not sooner than the 28th day of the month within which the work was completed; provided that the first Application for Payment shall be for a period that is up to forty-four (44) days in the event that the Subcontractor Work commenced within the fourteen (14) days preceding the start of the first full calendar month after commencement of the Subcontract Work. Any Application for Payment not received within the time period set forth herein shall be rejected as untimely and Subcontractor shall not be entitled to submit an Application for Payment until the following month. Application for Payment shall be delivered via US Mail or hand delivered to the Construction Manager's / Contractor's Project Manager (or such other designee as such is set forth in writing by Construction Manager / Contractor's Project Manager). Application for Payment must be in AIA G702 / G703 format with both front sheet and continuation forms completed. An original copy of the requisition must be submitted to the Holyoke office, with a copy emailed or faxed to the DOC Project Manager.

b. Subcontractor may not submit more than one Application for Payment in any thirty (30) day period. Any extra Application for Payment submitted within such thirty (30) day period shall be deemed null and void and Construction Manager / Contractor shall have no obligation with respect to such extra Application for Payment.

c. Provided that an Application for Payment for a periodic progress payment is received by the Construction Manager / Contractor not later than the 28th day of a month, Construction Manager / Contractor shall have twenty-two (22) days from receipt to approve, reject, or approve in part and reject in part such Application for Payment. Any rejection or rejection in part shall be made in writing by Construction Manager / Contractor and / or Architect and / or Owner or other party as allowed by the Contract Documents, and shall include an explanation of the factual and contractual basis for the rejection or rejection in part and shall be certified as made in good faith. A rejection or rejection in part of an Application for Payment shall be subject to the dispute resolution procedure of this Subcontract and / or the Contract Documents as applicable. An Application for Payment that is neither approved nor rejected, or approved in part and rejected in part, shall be deemed to be approved unless it is rejected before payment is due under subparagraph d. below, in which case any prior deemed acceptance due to the passage of time shall be null and void. Neither Construction Manager / Contractor's submission of Subcontractor's Application for Payment to Owner nor the inclusion by Construction Manager / Contractor of amounts claimed due by Subcontractor in any Application for Payment submitted by Construction Manager / Contractor to Owner shall constitute or be deemed acceptance of Subcontractor's Application for Payment, either in whole or in part.

d. Construction Manager / Contractor will include Subcontractor's Work covered by Subcontractor's Application for Payment for a periodic progress payment in the next Application for Payment that Construction Manager / Contractor is entitled to submit to Architect and / or Owner or as otherwise provided in the Contract Documents. Construction Manager / Contractor shall pay Subcontractor each progress payment, less retainage as provided in the Subcontract and / or the Contract Documents, no later than forty-five (45) days after approval of Subcontractor's Application for Payment, subject to the condition precedent set forth in paragraph 3 below, when applicable.

e. Construction Manager / Contractor may withhold approval of an Application for Payment in whole or in part, to the extent reasonably necessary to protect the interests of Construction Manager / Contractor and / or Owner and / or Architect or as otherwise allowed by the Subcontract and / or the Contract Documents. Construction Manager / Contractor may also withhold its approval or, because of subsequently discovered evidence, may nullify in whole or in part a previously approved Application for Payment, to the extent reasonably necessary to protect the interests of Construction Manager / Contractor and / or Owner and / or Architect, from loss for which Subcontractor may be responsible, including but not limited to, loss that may result from:

- i. defective Subcontract Work not remedied;
- ii. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Construction Manager / Contractor is provided by Subcontractor;
- iii. failure of Subcontractor to make payments properly to sub-subcontractors or suppliers or otherwise for labor, materials or equipment;
- iv. reasonable evidence that the Subcontract Work cannot be completed for the unpaid balance of the Subcontract Price;
- v. damage to Construction Manager / Contractor, Owner or a separate Construction Manager / Contractor;
- vi. reasonable evidence that the Subcontract Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- vii. failure to carry out the Subcontract Work in accordance with the Contract Documents; or
- viii. any other breach of any term of the Subcontract.

f. When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld. If Construction Manager / Contractor withholds approval for payment for the reason set forth in subparagraph e, (iii) above, the Construction Manager / Contractor may, at its sole option, issue joint checks to the Subcontractor and to any sub-subcontractor or material or equipment supplier or union benefit fund to whom the Subcontractor failed to make payment for Subcontract Work properly performed or material or equipment suitably delivered. If the Construction Manager / Contractor makes payments by joint checks, the Subcontractor shall reflect such payment on its next Application for Payment.

2. Processing and Payment of Change Order Requests

- a. Any request for changes to Subcontract Price must be made in writing to Construction Manager / Contractor's Project Manager (or such other designee as such is set forth in writing by Construction Manager / Contractor's Project Manager). A request for change that does not include any and all supporting documentation required by the Subcontract or the Contract Documents shall be rejected.
- b. With respect to a written request by the Subcontractor seeking an increase in the Subcontract Price, the Construction Manager / Contractor shall provide a written response to such request not more than thirty-seven (37) days after the later of (i) the commencement of the performance of the work on which the request is based or (ii) the submission of such written request. In the event that Construction Manager / Contractor neither approves nor rejects such written request within such thirty-seven (37) day period, then such request shall be deemed approved and may be submitted for payment within the next Application for Payment (on a percentage of completion basis), unless it is rejected by Construction Manager / Contractor before the date payment is due on such Application for Payment, in which case any prior deemed acceptance due to the passage of time shall be null and void. A rejection of such a request, whether in whole or in part, shall be made by the Construction Manager / Contractor in writing, shall include an explanation of the factual and contractual basis for the rejection and shall be certified as made in good faith. A rejection in whole or in part shall be subject to the dispute resolution procedure set forth in this Subcontract.
- c. Pending final resolution of a request seeking an increase in the Subcontract Price, the Subcontractor shall proceed diligently with performance of the Subcontract and the Construction Manager / Contractor shall continue to make payments of amounts undisputedly due in accordance with the Subcontract. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to require Subcontractor to continue its performance if Subcontractor's claim is for payment of an approved Application for Payment and more than thirty (30) days have elapsed since the date payment was due, unless there shall be (i) a dispute regarding the quality or quantity of the work furnished by Subcontractor or others for whom it is responsible; or, (ii) a default by Subcontractor under the Subcontract after approval of the Application for Payment that is the subject of the written claim and Subcontractor has received (a) prior written notice of such dispute or default certified as made in good faith and (b) payment of all sums due less any amounts attributable to the dispute or default.

3. Condition Precedent to Payment

To the fullest extent allowed by MGL c. 149 §29E (e), with respect to periodic progress payments, release of retainage and / or final payment, receipt of payment from Owner to Construction Manager / Contractor shall be, in each instance, an express condition precedent to Construction Manager / Contractor's obligation to pay Subcontractor and Subcontractor's right to receive payment from Construction Manager / Contractor, but only: (i) to the extent of amounts not received by Construction Manager / Contractor from Owner because Subcontractor failed to perform in accordance with its obligations under this Subcontract and failed to cure such non-performance within the time required by this Subcontract or by law after receipt of written notice, or (ii) to the extent of amounts not received by Construction Manager / Contractor from Owner because Owner is or becomes insolvent within ninety (90) days after the date of submission of Subcontractor's Application for

Payment for which payment is sought, provided that Construction Manager / Contractor complies with all requirements of MGL c. 149, §29E (e) relating to the filing of a mechanics lien and efforts to collect such payment from the Owner.

4. Dispute Resolution

In the event that the dispute resolution procedure set forth in the Subcontract and / or the Contract Documents contains a provision requiring Subcontractor to wait until the Subcontract Work or the Project is substantially complete before commencing formal proceedings under such dispute resolution procedure, or otherwise imposes a delay or waiting period before Subcontractor may commence formal proceedings under such dispute resolution procedure, then, solely with respect to the applicability of such dispute resolution procedure to Construction Manager / Contractor's rejection in whole or in part of an Application for Payment or a written request for an increase in the Subcontract Price, such provision shall be modified or interpreted to mean that with respect to each such rejection or partial rejection of an Application for Payment or written request for an increase in the Subcontract Price, Subcontractor may commence formal proceedings under the dispute resolution procedure of the Subcontract and / or the Contract Documents, as applicable, not earlier than sixty (60) days after (i) the rejection or partial rejection of an Application for Payment or (ii) the rejection of a written request for an increase in the Subcontract Price.

5. Saving Clause

Notwithstanding anything stated herein or in the Subcontract and / or Contract Documents, the payment and other terms of this Subcontract shall be interpreted in a matter consistent with MGL c. 149, §29E, which is deemed incorporated herein by reference. To the extent any term of this Subcontract or Rider violates the requirements of MGL c. 149, §29E, the statute shall govern and such term shall be reformed to the extent required to conform to the law.

-END OF RIDER A-

EXHIBIT "Q"
SUBCONTRACT RIDER "B"

MGL c. 149, §29F

Notwithstanding anything to the contrary set forth in the Subcontract to which this Rider is attached, the terms of this Rider and M.G.L. c. 149, §29F shall apply to and govern the amount of retainage withheld from progress payments, the definition of substantial completion, the application for and payment of retainage, and all other matters set forth in M.G.L. c. 149, §29F, and shall supersede any conflicting terms in the Subcontract with respect to these terms which are stated below:

1. Retainage shall be 5% of each progress payment.
2. Subcontractor shall provide the Contractor with a Schedule of Values for the Subcontractor's work in such detail and at such time as required by Contractor.
3. When the Subcontractor believes it has achieved substantial completion of its work, the Subcontractor shall provide written notice of same to Contractor. Contemporaneous with this notice, the Subcontractor shall also provide to the Contractor a written list describing all incomplete or defective work items and outstanding deliverables required under the Subcontract (the "Subcontractor's Preliminary Punch List"). The Subcontractor's Preliminary Punch List shall be certified by the Subcontractor as made in good faith. Immediately upon submission of the Subcontractor's Preliminary Punch List, the Subcontractor shall proceed expeditiously and without delay to complete, correct, and provide all items on such list, except items which, due to seasonal weather conditions, cannot be completed until such seasonal weather conditions allow.
4. Not later than 21 days after the express or deemed acceptance by the Owner of substantial completion in accordance with M.G.L. c. 149, §29F(c), the Contractor shall submit to the Subcontractor a written list describing all incomplete or defective work items and deliverables required of the Subcontractor under the Subcontract (the "Incomplete Work List"). The Subcontractor shall complete the work on the Incomplete Work List within thirty (30) days of receipt of that List, except items which, due to seasonal weather conditions, cannot be completed until such seasonal weather conditions allow. The Contractor may supplement the Incomplete Work List upon notice from the Owner of subsequent discovery of additional items of incomplete or defective work items and deliverables required under the Subcontract.
5. Application by the Subcontractor for payment of retainage and payment of retainage including establishing the value to complete or correct incomplete or defective work items shall proceed in accordance with the applicable provisions of Chapter 149, §29F, except where the Contract between the Owner and Contractor provides for an earlier submission or payment.
6. Substantial completion of the Subcontract shall be determined in accordance with the applicable provisions of Chapter 149, §29F.

-END OF RIDER B -



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Greenfield
Contract Number: 18-01 **City/Town:** GREENFIELD
Description of Work: Construction testing/inspection Services for the Olive Street Parking Garage; to include soil compaction and gradation, cast in place concrete, precast welds and caulking
Job Location: Olive Street, Greenfield, MA

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.33	\$7.60	\$12.50	\$0.00	\$50.43
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	06/01/2017	\$31.41	\$11.50	\$6.60	\$0.00	\$49.51
	12/01/2017	\$32.31	\$11.50	\$6.60	\$0.00	\$50.41
	06/01/2018	\$33.21	\$11.50	\$6.60	\$0.00	\$51.31
	12/01/2018	\$34.11	\$11.50	\$6.60	\$0.00	\$52.21
	06/01/2019	\$35.01	\$11.50	\$6.60	\$0.00	\$53.11
	12/01/2019	\$35.91	\$11.50	\$6.60	\$0.00	\$54.01
	06/01/2020	\$36.81	\$11.50	\$6.60	\$0.00	\$54.91
	12/01/2020	\$37.71	\$11.50	\$6.60	\$0.00	\$55.81
ASPHALT RAKER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.33	\$7.60	\$12.50	\$0.00	\$50.43
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)</i>	02/27/2017	\$39.26	\$10.75	\$17.38	\$0.00	\$67.39
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Springfield/Pittsfield

Effective Date - 02/27/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.63	\$10.75	\$17.38	\$0.00	\$47.76
2	60	\$23.56	\$10.75	\$17.38	\$0.00	\$51.69
3	70	\$27.48	\$10.75	\$17.38	\$0.00	\$55.61
4	80	\$31.41	\$10.75	\$17.38	\$0.00	\$59.54
5	90	\$35.33	\$10.75	\$17.38	\$0.00	\$63.46

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
ENGINEERS LOCAL 98	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN	02/27/2017	\$34.56	\$8.26	\$15.00	\$0.00	\$57.82
	09/04/2017	\$35.56	\$8.26	\$15.00	\$0.00	\$58.82
	03/05/2018	\$36.56	\$8.26	\$15.00	\$0.00	\$59.82
	09/05/2018	\$37.60	\$8.26	\$15.00	\$0.00	\$60.86
	03/04/2019	\$38.64	\$8.26	\$15.00	\$0.00	\$61.90

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 108 Hampden Hampshire Franklin

Effective Date - 02/27/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.28	\$8.26	\$1.22	\$0.00	\$26.76
2	60	\$20.74	\$8.26	\$1.22	\$0.00	\$30.22
3	70	\$24.19	\$8.26	\$11.34	\$0.00	\$43.79
4	75	\$25.92	\$8.26	\$11.34	\$0.00	\$45.52
5	80	\$27.65	\$8.26	\$12.56	\$0.00	\$48.47
6	80	\$27.65	\$8.26	\$12.56	\$0.00	\$48.47
7	90	\$31.10	\$8.26	\$13.78	\$0.00	\$53.14
8	90	\$31.10	\$8.26	\$13.78	\$0.00	\$53.14

Effective Date - 09/04/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$8.26	\$1.22	\$0.00	\$27.26
2	60	\$21.34	\$8.26	\$1.22	\$0.00	\$30.82
3	70	\$24.89	\$8.26	\$11.34	\$0.00	\$44.49
4	75	\$26.67	\$8.26	\$11.34	\$0.00	\$46.27
5	80	\$28.45	\$8.26	\$12.56	\$0.00	\$49.27
6	80	\$28.45	\$8.26	\$12.56	\$0.00	\$49.27
7	90	\$32.00	\$8.26	\$13.78	\$0.00	\$54.04
8	90	\$32.00	\$8.26	\$13.78	\$0.00	\$54.04

Notes:

** 1: 1-5/2: 6-8/3:9-11/Steps: 6 mos (600 hrs)/rates by step

Apprentice to Journeyworker Ratio:**

CEMENT MASONRY/PLASTERING	07/01/2017	\$39.31	\$12.15	\$14.56	\$1.30	\$67.32
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	01/01/2018	\$39.34	\$12.15	\$14.56	\$1.30	\$67.35
	07/01/2018	\$39.37	\$12.15	\$14.56	\$1.30	\$67.38
	01/01/2019	\$39.41	\$12.15	\$14.56	\$1.30	\$67.42
	07/01/2019	\$39.44	\$12.15	\$14.56	\$1.30	\$67.45
	01/01/2020	\$39.48	\$12.15	\$14.56	\$1.30	\$67.49

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.66	\$12.15	\$12.33	\$0.00	\$44.14
2	60	\$23.59	\$12.15	\$14.56	\$1.30	\$51.60
3	65	\$25.55	\$12.15	\$14.56	\$1.30	\$53.56
4	70	\$27.52	\$12.15	\$14.56	\$1.30	\$55.53
5	75	\$29.48	\$12.15	\$14.56	\$1.30	\$57.49
6	80	\$31.45	\$12.15	\$14.56	\$1.30	\$59.46
7	90	\$35.38	\$12.15	\$14.56	\$1.30	\$63.39

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.67	\$12.15	\$12.33	\$0.00	\$44.15
2	60	\$23.60	\$12.15	\$14.56	\$1.30	\$51.61
3	65	\$25.57	\$12.15	\$14.56	\$1.30	\$53.58
4	70	\$27.54	\$12.15	\$14.56	\$1.30	\$55.55
5	75	\$29.51	\$12.15	\$14.56	\$1.30	\$57.52
6	80	\$31.47	\$12.15	\$14.56	\$1.30	\$59.48
7	90	\$35.41	\$12.15	\$14.56	\$1.30	\$63.42

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) 12/05/2016 \$29.83 \$7.60 \$12.50 \$0.00 \$49.93

For apprentice rates see "Apprentice- LABORER"

COMPRESSOR OPERATOR
OPERATING ENGINEERS LOCAL 98
06/01/2017 \$33.35 \$10.79 \$12.75 \$0.00 \$56.89
12/01/2017 \$33.95 \$10.79 \$13.02 \$0.00 \$57.76
06/01/2018 \$34.56 \$10.79 \$13.29 \$0.00 \$58.64
12/01/2018 \$35.16 \$10.79 \$13.56 \$0.00 \$59.51
06/01/2019 \$35.67 \$10.79 \$13.83 \$0.00 \$60.29
12/01/2019 \$36.27 \$10.79 \$14.10 \$0.00 \$61.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CRANE OPERATOR
OPERATING ENGINEERS LOCAL 98
06/01/2017 \$37.38 \$10.79 \$12.75 \$0.00 \$60.92
12/01/2017 \$37.98 \$10.79 \$13.02 \$0.00 \$61.79
06/01/2018 \$38.59 \$10.79 \$13.29 \$0.00 \$62.67
12/01/2018 \$39.19 \$10.79 \$13.56 \$0.00 \$63.54
06/01/2019 \$39.70 \$10.79 \$13.83 \$0.00 \$64.32
12/01/2019 \$40.30 \$10.79 \$14.10 \$0.00 \$65.19

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)
PAINTERS LOCAL 35 - ZONE 3 01/01/2017 \$51.41 \$7.85 \$16.10 \$0.00 \$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
	12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
	06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
	12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
	12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
ELECTRICIAN (Including Core Drilling) <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01

Apprentice - ELECTRICIAN - Local 7

Effective Date - 07/02/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.00	\$5.25	\$0.48	\$0.00	\$21.73
2	45	\$18.00	\$5.25	\$0.54	\$0.00	\$23.79
3	50	\$20.01	\$9.60	\$6.90	\$0.00	\$36.51
4	55	\$22.01	\$9.60	\$6.96	\$0.00	\$38.57
5	65	\$26.01	\$9.60	\$8.08	\$0.00	\$43.69
6	70	\$28.01	\$9.60	\$9.14	\$0.00	\$46.75

Effective Date - 12/31/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.20	\$5.40	\$0.49	\$0.00	\$22.09
2	45	\$18.23	\$5.40	\$0.55	\$0.00	\$24.18
3	50	\$20.26	\$10.00	\$6.91	\$0.00	\$37.17
4	55	\$22.28	\$10.00	\$6.97	\$0.00	\$39.25
5	65	\$26.33	\$10.00	\$8.09	\$0.00	\$44.42
6	70	\$28.36	\$10.00	\$9.15	\$0.00	\$47.51

Notes:

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

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

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2017	\$49.90	\$15.28	\$15.71	\$0.00	\$80.89
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Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$15.28	\$15.71	\$0.00	\$55.94
2	55	\$27.45	\$15.28	\$15.71	\$0.00	\$58.44
3	65	\$32.44	\$15.28	\$15.71	\$0.00	\$63.43
4	70	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
5	80	\$39.92	\$15.28	\$15.71	\$0.00	\$70.91

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2017	\$34.93	\$15.28	\$15.71	\$0.00	\$65.92
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 7</i> <i>/ COMMISSIONING ELECTRICIANS</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.01	\$10.79	\$12.75	\$0.00	\$43.55
2	70	\$23.35	\$10.79	\$12.75	\$0.00	\$46.89
3	80	\$26.68	\$10.79	\$12.75	\$0.00	\$50.22
4	90	\$30.02	\$10.79	\$12.75	\$0.00	\$53.56

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.37	\$10.79	\$13.02	\$0.00	\$44.18
2	70	\$23.77	\$10.79	\$13.02	\$0.00	\$47.58
3	80	\$27.16	\$10.79	\$13.02	\$0.00	\$50.97
4	90	\$30.56	\$10.79	\$13.02	\$0.00	\$54.37

Notes:

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

Apprentice to Journeyworker Ratio:1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$20.50	\$7.60	\$10.62	\$0.00	\$38.72
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE III	03/01/2016	\$32.60	\$8.55	\$14.42	\$0.00	\$55.57

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.30	\$8.55	\$1.20	\$0.00	\$26.05
2	55	\$17.93	\$8.55	\$1.20	\$0.00	\$27.68
3	60	\$19.56	\$8.55	\$10.82	\$0.00	\$38.93
4	65	\$21.19	\$8.55	\$10.82	\$0.00	\$40.56
5	70	\$22.82	\$8.55	\$12.02	\$0.00	\$43.39
6	75	\$24.45	\$8.55	\$12.02	\$0.00	\$45.02
7	80	\$26.08	\$8.55	\$13.22	\$0.00	\$47.85
8	85	\$27.71	\$8.55	\$13.22	\$0.00	\$49.48

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.57	\$10.79	\$12.75	\$0.00	\$57.11
	12/01/2017	\$34.17	\$10.79	\$13.02	\$0.00	\$57.98
	06/01/2018	\$34.78	\$10.79	\$13.29	\$0.00	\$58.86
	12/01/2018	\$35.38	\$10.79	\$13.56	\$0.00	\$59.73
	06/01/2019	\$35.89	\$10.79	\$13.83	\$0.00	\$60.51
	12/01/2019	\$36.49	\$10.79	\$14.10	\$0.00	\$61.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATORS/LIGHTING PLANTS OPERATING ENGINEERS LOCAL 98	06/01/2017	\$30.12	\$10.79	\$12.75	\$0.00	\$53.66
	12/01/2017	\$30.72	\$10.79	\$13.02	\$0.00	\$54.53
	06/01/2018	\$31.33	\$10.79	\$13.29	\$0.00	\$55.41
	12/01/2018	\$31.93	\$10.79	\$13.56	\$0.00	\$56.28
	06/01/2019	\$32.44	\$10.79	\$13.83	\$0.00	\$57.06
	12/01/2019	\$33.04	\$10.79	\$14.10	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 1333	06/01/2016	\$35.58	\$10.70	\$8.25	\$0.00	\$54.53

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - GLAZIER - Local 1333						
Effective Date - 06/01/2016						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.79	\$10.70	\$1.00	\$0.00	\$29.49
2	56	\$20.01	\$10.70	\$1.00	\$0.00	\$31.71
3	63	\$22.24	\$10.70	\$1.50	\$0.00	\$34.44
4	69	\$24.46	\$10.70	\$1.50	\$0.00	\$36.66
5	75	\$26.69	\$10.70	\$2.00	\$0.00	\$39.39
6	81	\$28.91	\$10.70	\$2.00	\$0.00	\$41.61
7	88	\$31.13	\$10.70	\$8.00	\$0.00	\$49.83
8	94	\$33.36	\$10.70	\$8.00	\$0.00	\$52.06

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2017	\$32.24	\$10.64	\$15.49	\$1.75	\$60.12
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 7</i>	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$11.00	\$12.60	\$0.00	\$67.01
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2017	\$32.24	\$10.64	\$15.49	\$1.75	\$60.12
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	09/17/2017	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	03/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	09/17/2018	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
	03/17/2019	\$42.26	\$8.50	\$15.30	\$0.00	\$66.06
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	09/17/2017	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	03/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	09/17/2018	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
	03/17/2019	\$42.26	\$8.50	\$15.30	\$0.00	\$66.06

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

HYDRAULIC DRILLS (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.25	\$7.60	\$10.62	\$0.00	\$48.47
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)</i>	09/01/2016	\$36.07	\$11.75	\$14.20	\$0.00	\$62.02
	09/01/2017	\$37.67	\$11.75	\$14.20	\$0.00	\$63.62
	09/01/2018	\$39.47	\$11.75	\$14.20	\$0.00	\$65.42
	09/01/2019	\$41.47	\$11.75	\$14.20	\$0.00	\$67.42

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

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.04	\$11.75	\$10.45	\$0.00	\$40.24
2	60	\$21.64	\$11.75	\$11.20	\$0.00	\$44.59
3	70	\$25.25	\$11.75	\$11.95	\$0.00	\$48.95
4	80	\$28.86	\$11.75	\$12.70	\$0.00	\$53.31

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.84	\$11.75	\$10.45	\$0.00	\$41.04
2	60	\$22.60	\$11.75	\$11.20	\$0.00	\$45.55
3	70	\$26.37	\$11.75	\$11.95	\$0.00	\$50.07
4	80	\$30.14	\$11.75	\$12.70	\$0.00	\$54.59

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)</i>	03/16/2017	\$32.39	\$7.80	\$19.60	\$0.00	\$59.79
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Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.43	\$7.80	\$19.60	\$0.00	\$46.83
2	70	\$22.67	\$7.80	\$19.60	\$0.00	\$50.07
3	75	\$24.29	\$7.80	\$19.60	\$0.00	\$51.69
4	80	\$25.91	\$7.80	\$19.60	\$0.00	\$53.31
5	85	\$27.53	\$7.80	\$19.60	\$0.00	\$54.93
6	90	\$29.15	\$7.80	\$19.60	\$0.00	\$56.55

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
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For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 3 (BUILDING & SITE)	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
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Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/05/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.75	\$7.60	\$12.50	\$0.00	\$37.85
2	70	\$20.71	\$7.60	\$12.50	\$0.00	\$40.81
3	80	\$23.66	\$7.60	\$12.50	\$0.00	\$43.76
4	90	\$26.62	\$7.60	\$12.50	\$0.00	\$46.72

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2016	\$29.50	\$7.60	\$10.62	\$0.00	\$47.72
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - LABORER (Heavy & Highway) - Zone 3						
Effective Date - 12/01/2016						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$17.70	\$7.60	\$10.62	\$0.00	\$35.92
2	70	\$20.65	\$7.60	\$10.62	\$0.00	\$38.87
3	80	\$23.60	\$7.60	\$10.62	\$0.00	\$41.82
4	90	\$26.55	\$7.60	\$10.62	\$0.00	\$44.77

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	06/01/2017	\$30.18	\$7.60	\$12.77	\$0.00	\$50.55
	12/01/2017	\$30.94	\$7.60	\$12.77	\$0.00	\$51.31
	06/01/2018	\$31.72	\$7.60	\$12.77	\$0.00	\$52.09
	12/01/2018	\$32.49	\$7.60	\$12.77	\$0.00	\$52.86
	06/01/2019	\$33.30	\$7.60	\$12.77	\$0.00	\$53.67
	12/01/2019	\$34.11	\$7.60	\$12.77	\$0.00	\$54.48
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.58	\$7.60	\$12.50	\$0.00	\$50.68
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.58	\$7.60	\$12.50	\$0.00	\$49.68
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE</i>	02/27/2017	\$32.67	\$10.75	\$17.05	\$0.00	\$60.47

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

Effective Date - 02/27/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.34	\$10.75	\$17.05	\$0.00	\$44.14
2	60	\$19.60	\$10.75	\$17.05	\$0.00	\$47.40
3	70	\$22.87	\$10.75	\$17.05	\$0.00	\$50.67
4	80	\$26.14	\$10.75	\$17.05	\$0.00	\$53.94
5	90	\$29.40	\$10.75	\$17.05	\$0.00	\$57.20

Notes:

Apprentice to Journeyworker Ratio:1:5

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/27/2017	\$39.26	\$10.75	\$17.38	\$0.00	\$67.39
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Apprentice - MARBLE-TILE-TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/27/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.63	\$10.75	\$17.38	\$0.00	\$47.76
2	60	\$23.56	\$10.75	\$17.38	\$0.00	\$51.69
3	70	\$27.48	\$10.75	\$17.38	\$0.00	\$55.61
4	80	\$31.41	\$10.75	\$17.38	\$0.00	\$59.54
5	90	\$35.33	\$10.75	\$17.38	\$0.00	\$63.46

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MILLWRIGHT (Zone 3)	04/01/2017	\$33.81	\$9.90	\$18.50	\$0.00	\$62.21
MILLWRIGHTS LOCAL 1121 - Zone 3	10/01/2017	\$34.64	\$9.90	\$18.50	\$0.00	\$63.04
	04/01/2018	\$35.46	\$9.90	\$18.50	\$0.00	\$63.86
	10/01/2018	\$36.29	\$9.90	\$18.50	\$0.00	\$64.69
	04/01/2019	\$37.11	\$9.90	\$18.50	\$0.00	\$65.51

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.60	\$9.90	\$5.31	\$0.00	\$33.81
2	65	\$21.98	\$9.90	\$15.13	\$0.00	\$47.01
3	75	\$25.36	\$9.90	\$16.10	\$0.00	\$51.36
4	85	\$28.74	\$9.90	\$17.06	\$0.00	\$55.70

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.05	\$9.90	\$5.31	\$0.00	\$34.26
2	65	\$22.52	\$9.90	\$15.13	\$0.00	\$47.55
3	75	\$25.98	\$9.90	\$16.10	\$0.00	\$51.98
4	85	\$29.44	\$9.90	\$17.06	\$0.00	\$56.40

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
LABORERS - ZONE 3 (BUILDING & SITE)						

For apprentice rates see "Apprentice- LABORER"

OILER	06/01/2017	\$29.04	\$10.79	\$12.75	\$0.00	\$52.58
OPERATING ENGINEERS LOCAL 98	12/01/2017	\$29.64	\$10.79	\$13.02	\$0.00	\$53.45
	06/01/2018	\$30.25	\$10.79	\$13.29	\$0.00	\$54.33
	12/01/2018	\$30.85	\$10.79	\$13.56	\$0.00	\$55.20
	06/01/2019	\$31.36	\$10.79	\$13.83	\$0.00	\$55.98
	12/01/2019	\$31.96	\$10.79	\$14.10	\$0.00	\$56.85

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS VI	06/01/2017	\$27.06	\$10.79	\$12.75	\$0.00	\$50.60
OPERATING ENGINEERS LOCAL 98	12/01/2017	\$27.66	\$10.79	\$13.02	\$0.00	\$51.47
	06/01/2018	\$28.27	\$10.79	\$13.29	\$0.00	\$52.35
	12/01/2018	\$28.87	\$10.79	\$13.56	\$0.00	\$53.22
	06/01/2019	\$29.38	\$10.79	\$13.83	\$0.00	\$54.00
	12/01/2019	\$29.98	\$10.79	\$14.10	\$0.00	\$54.87

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 3						

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2017	\$34.68	\$7.85	\$12.30	\$0.00	\$54.83
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.34	\$7.85	\$0.00	\$0.00	\$25.19
2	55	\$19.07	\$7.85	\$1.57	\$0.00	\$28.49
3	60	\$20.81	\$7.85	\$1.71	\$0.00	\$30.37
4	65	\$22.54	\$7.85	\$1.85	\$0.00	\$32.24
5	70	\$24.28	\$7.85	\$11.45	\$0.00	\$43.58
6	75	\$26.01	\$7.85	\$11.59	\$0.00	\$45.45
7	80	\$27.74	\$7.85	\$11.73	\$0.00	\$47.32
8	90	\$31.21	\$7.85	\$12.02	\$0.00	\$51.08

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2017	\$32.00	\$7.85	\$12.30	\$0.00	\$52.15
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PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - Repaint

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.00	\$7.85	\$0.00	\$0.00	\$23.85
2	55	\$17.60	\$7.85	\$1.57	\$0.00	\$27.02
3	60	\$19.20	\$7.85	\$1.71	\$0.00	\$28.76
4	65	\$20.80	\$7.85	\$1.85	\$0.00	\$30.50
5	70	\$22.40	\$7.85	\$11.45	\$0.00	\$41.70
6	75	\$24.00	\$7.85	\$11.59	\$0.00	\$43.44
7	80	\$25.60	\$7.85	\$11.73	\$0.00	\$45.18
8	90	\$28.80	\$7.85	\$12.02	\$0.00	\$48.67

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$33.28	\$7.85	\$12.30	\$0.00	\$53.43
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.64	\$7.85	\$0.00	\$0.00	\$24.49
2	55	\$18.30	\$7.85	\$1.57	\$0.00	\$27.72
3	60	\$19.97	\$7.85	\$1.71	\$0.00	\$29.53
4	65	\$21.63	\$7.85	\$1.85	\$0.00	\$31.33
5	70	\$23.30	\$7.85	\$11.45	\$0.00	\$42.60
6	75	\$24.96	\$7.85	\$11.59	\$0.00	\$44.40
7	80	\$26.62	\$7.85	\$11.73	\$0.00	\$46.20
8	90	\$29.95	\$7.85	\$12.02	\$0.00	\$49.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 3	01/01/2017	\$30.60	\$7.85	\$12.30	\$0.00	\$50.75
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Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.30	\$7.85	\$0.00	\$0.00	\$23.15
2	55	\$16.83	\$7.85	\$1.57	\$0.00	\$26.25
3	60	\$18.36	\$7.85	\$1.71	\$0.00	\$27.92
4	65	\$19.89	\$7.85	\$1.85	\$0.00	\$29.59
5	70	\$21.42	\$7.85	\$11.45	\$0.00	\$40.72
6	75	\$22.95	\$7.85	\$11.59	\$0.00	\$42.39
7	80	\$24.48	\$7.85	\$11.73	\$0.00	\$44.06
8	90	\$27.54	\$7.85	\$12.02	\$0.00	\$47.41

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.50	\$7.60	\$10.62	\$0.00	\$47.72
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/31/2015	\$39.00	\$9.80	\$18.17	\$0.00	\$66.97
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/31/2015	\$39.00	\$9.80	\$18.17	\$0.00	\$66.97

Apprentice - PILE DRIVER - Local 56 Zone 3

Effective Date - 08/31/2015

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\$50.05/2\$54.25/3\$58.46/4\$60.56/5\$62.66/6\$62.66/7\$66.87/8\$66.87

Apprentice to Journeyworker Ratio:1:3

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	09/17/2017	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	03/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	09/17/2018	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
	03/17/2019	\$42.26	\$8.50	\$15.30	\$0.00	\$66.06

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$17.67	\$8.50	\$9.05	\$0.00	\$35.22
2	50	\$19.63	\$8.50	\$9.05	\$0.00	\$37.18
3	55	\$21.59	\$8.50	\$9.05	\$0.00	\$39.14
4	60	\$23.56	\$8.50	\$9.05	\$0.00	\$41.11
5	65	\$25.52	\$8.50	\$9.05	\$0.00	\$43.07
6	70	\$27.48	\$8.50	\$9.05	\$0.00	\$45.03
7	75	\$29.45	\$8.50	\$9.05	\$0.00	\$47.00
8	80	\$31.41	\$8.50	\$9.05	\$0.00	\$48.96
9	80	\$31.41	\$8.50	\$15.30	\$0.00	\$55.21
10	80	\$31.41	\$8.50	\$15.30	\$0.00	\$55.21

Effective Date - 09/17/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.00	\$8.50	\$9.05	\$0.00	\$35.55
2	50	\$20.01	\$8.50	\$9.05	\$0.00	\$37.56
3	55	\$22.01	\$8.50	\$9.05	\$0.00	\$39.56
4	60	\$24.01	\$8.50	\$9.05	\$0.00	\$41.56
5	65	\$26.01	\$8.50	\$9.05	\$0.00	\$43.56
6	70	\$28.01	\$8.50	\$9.05	\$0.00	\$45.56
7	75	\$30.01	\$8.50	\$9.05	\$0.00	\$47.56
8	80	\$32.01	\$8.50	\$9.05	\$0.00	\$49.56
9	80	\$32.01	\$8.50	\$15.30	\$0.00	\$55.81
10	80	\$32.01	\$8.50	\$15.30	\$0.00	\$55.81

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	09/17/2017	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	03/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	09/17/2018	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
	03/17/2019	\$42.26	\$8.50	\$15.30	\$0.00	\$66.06

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
POWDERMAN & BLASTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$30.58	\$7.60	\$12.50	\$0.00	\$50.68
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$30.50	\$7.60	\$10.62	\$0.00	\$48.72
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.88	\$10.79	\$12.75	\$0.00	\$57.42
	12/01/2017	\$34.48	\$10.79	\$13.02	\$0.00	\$58.29
	06/01/2018	\$35.09	\$10.79	\$13.29	\$0.00	\$59.17
	12/01/2018	\$35.69	\$10.79	\$13.56	\$0.00	\$60.04
	06/01/2019	\$36.20	\$10.79	\$13.83	\$0.00	\$60.82
	12/01/2019	\$36.80	\$10.79	\$14.10	\$0.00	\$61.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 404</i>	05/01/2016	\$21.01	\$10.23	\$9.40	\$0.00	\$40.64
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2017	\$22.08	\$7.07	\$7.18	\$0.00	\$36.33
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN</i>	10/01/2017	\$22.63	\$7.07	\$7.18	\$0.00	\$36.88
	04/01/2018	\$23.01	\$7.07	\$7.18	\$0.00	\$37.26
	10/01/2018	\$23.39	\$7.07	\$7.18	\$0.00	\$37.64
	04/01/2019	\$23.78	\$7.07	\$7.18	\$0.00	\$38.03
	10/01/2019	\$24.17	\$7.07	\$7.18	\$0.00	\$38.42
As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.						

Apprentice - CARPENTER (Residential Wood Frame) - 108 Hampden Hampshire

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.25	\$7.07	\$0.00	\$0.00	\$20.32
2	60	\$13.25	\$7.07	\$7.18	\$0.00	\$27.50
3	65	\$14.35	\$7.07	\$7.18	\$0.00	\$28.60
4	70	\$15.46	\$7.07	\$7.18	\$0.00	\$29.71
5	75	\$16.56	\$7.07	\$7.18	\$0.00	\$30.81
6	80	\$17.66	\$7.07	\$7.18	\$0.00	\$31.91
7	85	\$18.77	\$7.07	\$7.18	\$0.00	\$33.02
8	90	\$19.87	\$7.07	\$7.18	\$0.00	\$34.12

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$13.58	\$7.07	\$0.00	\$0.00	\$20.65
2	60	\$13.58	\$7.07	\$7.18	\$0.00	\$27.83
3	65	\$14.71	\$7.07	\$7.18	\$0.00	\$28.96
4	70	\$15.84	\$7.07	\$7.18	\$0.00	\$30.09
5	75	\$16.97	\$7.07	\$7.18	\$0.00	\$31.22
6	80	\$18.10	\$7.07	\$7.18	\$0.00	\$32.35
7	85	\$19.24	\$7.07	\$7.18	\$0.00	\$33.49
8	90	\$20.37	\$7.07	\$7.18	\$0.00	\$34.62

Notes:

** 1: 1-5, 2: 6-8, 3: 9-11

Apprentice to Journeyworker Ratio:**

RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Coal tar pitch) <i>ROOFERS LOCAL 248</i>	07/16/2017	\$32.25	\$10.00	\$13.91	\$0.00	\$56.16
	07/16/2018	\$33.65	\$10.00	\$14.01	\$0.00	\$57.66
	07/16/2019	\$35.30	\$10.00	\$14.11	\$0.00	\$59.41
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofg) <i>ROOFERS LOCAL 248</i>	07/16/2017	\$31.75	\$10.00	\$13.41	\$0.00	\$55.16
	07/16/2018	\$33.15	\$10.00	\$13.51	\$0.00	\$56.66
	07/16/2019	\$34.80	\$10.00	\$13.61	\$0.00	\$58.41

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.05	\$10.00	\$0.00	\$0.00	\$29.05
2	65	\$20.64	\$10.00	\$13.41	\$0.00	\$44.05
3	70	\$22.23	\$10.00	\$13.41	\$0.00	\$45.64
4	75	\$23.81	\$10.00	\$13.41	\$0.00	\$47.22
5	80	\$25.40	\$10.00	\$13.41	\$0.00	\$48.81
6	85	\$26.99	\$10.00	\$13.41	\$0.00	\$50.40
7	90	\$28.58	\$10.00	\$13.41	\$0.00	\$51.99
8	95	\$30.16	\$10.00	\$13.41	\$0.00	\$53.57

Effective Date - 07/16/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.89	\$10.00	\$0.00	\$0.00	\$29.89
2	65	\$21.55	\$10.00	\$13.51	\$0.00	\$45.06
3	70	\$23.21	\$10.00	\$13.51	\$0.00	\$46.72
4	75	\$24.86	\$10.00	\$13.51	\$0.00	\$48.37
5	80	\$26.52	\$10.00	\$13.51	\$0.00	\$50.03
6	85	\$28.18	\$10.00	\$13.51	\$0.00	\$51.69
7	90	\$29.84	\$10.00	\$13.51	\$0.00	\$53.35
8	95	\$31.49	\$10.00	\$13.51	\$0.00	\$55.00

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2017	\$32.25	\$10.00	\$13.91	\$0.00	\$56.16
	07/16/2018	\$33.65	\$10.00	\$14.01	\$0.00	\$57.66
	07/16/2019	\$35.30	\$10.00	\$14.11	\$0.00	\$59.41

For apprentice rates see "Apprentice- ROOFER"

SCRAPER OPERATING ENGINEERS LOCAL 98	06/01/2017	\$33.35	\$10.79	\$12.75	\$0.00	\$56.89
	12/01/2017	\$33.95	\$10.79	\$13.02	\$0.00	\$57.76
	06/01/2018	\$34.56	\$10.79	\$13.29	\$0.00	\$58.64
	12/01/2018	\$35.16	\$10.79	\$13.56	\$0.00	\$59.51
	06/01/2019	\$35.67	\$10.79	\$13.83	\$0.00	\$60.29
	12/01/2019	\$36.27	\$10.79	\$14.10	\$0.00	\$61.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SELF-PROPELLED POWER BROOM <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$30.12	\$10.79	\$12.75	\$0.00	\$53.66
	12/01/2017	\$30.72	\$10.79	\$13.02	\$0.00	\$54.53
	06/01/2018	\$31.33	\$10.79	\$13.29	\$0.00	\$55.41
	12/01/2018	\$31.93	\$10.79	\$13.56	\$0.00	\$56.28
	06/01/2019	\$32.44	\$10.79	\$13.83	\$0.00	\$57.06
	12/01/2019	\$33.04	\$10.79	\$14.10	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2017	\$32.24	\$10.64	\$15.49	\$1.75	\$60.12

Apprentice - SHEET METAL WORKER - Local 63

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$14.51	\$6.21	\$4.36	\$0.00	\$25.08
2	50	\$16.12	\$6.55	\$4.85	\$0.00	\$27.52
3	55	\$17.73	\$6.88	\$8.72	\$0.98	\$34.31
4	60	\$19.34	\$7.22	\$8.72	\$1.06	\$36.34
5	65	\$20.96	\$7.55	\$8.72	\$1.12	\$38.35
6	70	\$22.57	\$7.88	\$8.72	\$1.18	\$40.35
7	75	\$24.18	\$8.22	\$8.72	\$1.23	\$42.35
8	80	\$25.79	\$9.30	\$14.52	\$1.43	\$51.04
9	85	\$27.40	\$9.64	\$14.52	\$1.49	\$53.05
10	90	\$29.02	\$9.98	\$14.52	\$1.55	\$55.07

Notes:

Apprentice to Journeyworker Ratio:1:3

SIGN ERECTOR <i>PAINTERS LOCAL 35 - ZONE 3</i>	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
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Apprentice - SIGN ERECTOR - Local 35 Zone 3

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2017	\$40.26	\$9.17	\$12.43	\$0.00	\$61.86
	01/01/2018	\$40.26	\$9.67	\$12.63	\$0.00	\$62.56
	04/01/2018	\$41.51	\$9.67	\$12.88	\$0.00	\$64.06
	01/01/2019	\$41.51	\$10.02	\$13.08	\$0.00	\$64.61

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 669

Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.12	\$7.60	\$0.00	\$0.00	\$25.72
2	50	\$20.13	\$7.60	\$0.00	\$0.00	\$27.73
3	55	\$22.14	\$9.17	\$6.60	\$0.00	\$37.91
4	60	\$24.16	\$9.17	\$6.60	\$0.00	\$39.93
5	65	\$26.17	\$9.17	\$6.85	\$0.00	\$42.19
6	70	\$28.18	\$9.17	\$6.85	\$0.00	\$44.20
7	75	\$30.20	\$9.17	\$6.85	\$0.00	\$46.22
8	80	\$32.21	\$9.17	\$6.85	\$0.00	\$48.23
9	85	\$34.22	\$9.17	\$6.85	\$0.00	\$50.24
10	90	\$36.23	\$9.17	\$6.85	\$0.00	\$52.25

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$18.12	\$7.75	\$0.00	\$0.00	\$25.87
2	50	\$20.13	\$7.75	\$0.00	\$0.00	\$27.88
3	55	\$22.14	\$9.67	\$6.80	\$0.00	\$38.61
4	60	\$24.16	\$9.67	\$6.80	\$0.00	\$40.63
5	65	\$26.17	\$9.67	\$7.05	\$0.00	\$42.89
6	70	\$28.18	\$9.67	\$7.05	\$0.00	\$44.90
7	75	\$30.20	\$9.67	\$7.05	\$0.00	\$46.92
8	80	\$32.21	\$9.67	\$7.05	\$0.00	\$48.93
9	85	\$34.22	\$9.67	\$7.05	\$0.00	\$50.94
10	90	\$36.23	\$9.67	\$7.05	\$0.00	\$52.95

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 7	07/02/2017	\$40.01	\$9.60	\$11.20	\$0.00	\$60.81
	12/31/2017	\$40.51	\$10.00	\$11.42	\$0.00	\$61.93
	07/01/2018	\$41.21	\$10.25	\$11.74	\$0.00	\$63.20
	12/30/2018	\$41.91	\$10.50	\$12.06	\$0.00	\$64.47
	06/30/2019	\$42.66	\$10.75	\$12.33	\$0.00	\$65.74
	12/29/2019	\$43.41	\$1.00	\$12.60	\$0.00	\$57.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 07/02/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.00	\$5.25	\$0.48	\$0.00	\$21.73
2	45	\$18.00	\$5.25	\$0.54	\$0.00	\$23.79
3	50	\$20.01	\$9.60	\$6.90	\$0.00	\$36.51
4	55	\$22.01	\$9.60	\$6.96	\$0.00	\$38.57
5	65	\$26.01	\$9.60	\$8.08	\$0.00	\$43.69
6	70	\$28.01	\$9.60	\$9.14	\$0.00	\$46.75

Effective Date - 12/31/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.20	\$5.40	\$0.49	\$0.00	\$22.09
2	45	\$18.23	\$5.40	\$0.55	\$0.00	\$24.18
3	50	\$20.26	\$10.00	\$6.91	\$0.00	\$37.17
4	55	\$22.28	\$10.00	\$6.97	\$0.00	\$39.25
5	65	\$26.33	\$10.00	\$8.09	\$0.00	\$44.42
6	70	\$28.36	\$10.00	\$9.15	\$0.00	\$47.51

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	02/27/2017	\$32.67	\$10.75	\$17.05	\$0.00	\$60.47
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Apprentice - MARBLE-TILE-TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/27/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.34	\$10.75	\$17.05	\$0.00	\$44.14
2	60	\$19.60	\$10.75	\$17.05	\$0.00	\$47.40
3	70	\$22.87	\$10.75	\$17.05	\$0.00	\$50.67
4	80	\$26.14	\$10.75	\$17.05	\$0.00	\$53.94
5	90	\$29.40	\$10.75	\$17.05	\$0.00	\$57.20

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
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For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
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For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS <i>OPERATING ENGINEERS LOCAL 98</i>	06/01/2017	\$32.74	\$10.79	\$12.75	\$0.00	\$56.28
	12/01/2017	\$33.34	\$10.79	\$13.02	\$0.00	\$57.15
	06/01/2018	\$33.95	\$10.79	\$13.29	\$0.00	\$58.03
	12/01/2018	\$34.55	\$10.79	\$13.56	\$0.00	\$58.90
	06/01/2019	\$35.06	\$10.79	\$13.83	\$0.00	\$59.68
	12/01/2019	\$35.66	\$10.79	\$14.10	\$0.00	\$60.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/05/2016	\$29.83	\$7.60	\$12.50	\$0.00	\$49.93
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2016	\$29.75	\$7.60	\$10.62	\$0.00	\$47.97
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2017	\$39.26	\$8.50	\$15.30	\$0.00	\$63.06
	09/17/2017	\$40.01	\$8.50	\$15.30	\$0.00	\$63.81
	03/17/2018	\$40.76	\$8.50	\$15.30	\$0.00	\$64.56
	09/17/2018	\$41.51	\$8.50	\$15.30	\$0.00	\$65.31
	03/17/2019	\$42.26	\$8.50	\$15.30	\$0.00	\$66.06
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - West						
EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$42.16	\$8.20	\$9.26	\$0.00	\$59.62
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$28.87	\$8.20	\$8.87	\$0.00	\$45.94
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$37.73	\$8.20	\$9.13	\$0.00	\$55.06
For apprentice rates see "Apprentice- LINEMAN"						
HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$44.37	\$8.20	\$9.33	\$0.00	\$61.90
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$48.80	\$8.20	\$9.46	\$0.00	\$66.46

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 08/30/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.28	\$8.20	\$0.88	\$0.00	\$38.36
2	65	\$31.72	\$8.20	\$0.95	\$0.00	\$40.87
3	70	\$34.16	\$8.20	\$0.92	\$0.00	\$51.38
4	75	\$36.60	\$8.20	\$0.91	\$0.00	\$53.90
5	80	\$39.04	\$8.20	\$0.97	\$0.00	\$56.41
6	85	\$41.48	\$8.20	\$0.94	\$0.00	\$58.92
7	90	\$43.92	\$8.20	\$0.92	\$0.00	\$61.44

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	08/30/2015	\$42.16	\$8.20	\$9.26	\$0.00	\$59.62
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.F.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.F.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

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.

CM / SUBCONTRACTOR'S WEEKLY WORKFORCE REPORT
MAIL ORIGINAL TO ADDRESS BELOW AS WELL AS EMAIL REPORT TO: itereso@oconnells.com

Project No. _____ Project Name: **Greenfield Olive Street Garage** Project Location: **Greenfield, MA**
 Name of Construction Manager: **Daniel O'Connell's Sons, Holyoke MA 01040** Minority: _____ Women: _____ Apprentice: _____
 Name of Contractor Filing Report _____ Address: _____
 Week Ending: _____ Report No. _____ Date Work Began _____

NOTE: **Min. = Minority** **Wom. = Women** Check here if this is a final report Date Work Completed _____

Job Category	Number of Employees		Total Weekly Workforce Hours		Total Weekly Workforce Hours		Total Workforce Hours To Date		% of Workforce Hours To Date		
	Total	Min.	Wom.	Min.	Wom.	Min.	Wom.	Min.	Wom.	Min.	Wom.
				#DIV/0!		#DIV/0!	0	0	0	#DIV/0!	#DIV/0!
				#DIV/0!		#DIV/0!	0	0	0	#DIV/0!	#DIV/0!
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TOTALS:	0	0	0	0	0	0	0	0	0	0	#DIV/0!

The undersigned hereby certifies that the company submitting this report has followed the following listed legal requirements for each and every employee listed on the Certified Payroll report submitted with this Weekly Workforce Report: 1) faithfully completed the Federal Form I-9 process; 2) proper classification; 3) workers' compensation insurance coverage, unemployment insurance, social security taxes, and income taxes; and 4) all laws governing hospitalization and medical benefits that meet the minimum requirements of G.L. c. 176.

The undersigned hereby certifies under pains and penalties of perjury that the above information is true and accurate.

Mail to: Daniel O'Connell's Sons
 Attn: Laura Tereso
 480 Hampden Street
 PO Box 267
 Holyoke MA 01040
 Authorized Signature _____
 Print Name _____
 Title _____

**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:

<p>STATEMENT OF COMPLIANCE</p> <p style="text-align: center;">_____, 20 _____</p> <p>I, _____, _____ (Name of signatory party) (Title)</p> <p>do hereby state:</p> <p>That I pay or supervise the payment of the persons employed by _____ on the _____ (Contractor, subcontractor or public body) (Building or project)</p> <p>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.</p> <p style="text-align: right;">Signature _____ Title _____</p>	
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EXHIBIT S

TOWN OF GREENFIELD
CONSTRUCTION MANAGER AT RISK CONTRACT

GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE I: DEFINITION OF TERMS

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

Approval: (or Approved): An approval in writing signed by the authorized signatory of THE OWNER. Depending upon the nature of the approval, the Designer or the Project Manager may, when authorized by the Owner, issue approvals on the Owner's behalf.

Architect: The architect identified in the Owner-CM Agreement, also referred to as the Designer.

As directed, as permitted, as required, as determined or words of like effect: The direction, permission, requirement or determination of the Owner unless otherwise stated in the Contract Documents. Similarly, *approved, acceptable, satisfactory* or words of like import shall mean approved by or acceptable or satisfactory to the Designer and THE OWNER.

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

Change Order: (1) A written order not requiring the consent of the CM, approved by the Owner and signed by the Project Manager and designated as a Change Order, directing the CM to make changes in the Work within the general scope of the Contract.

Construction Manager, Contractor, CM and General Contractor These words are used interchangeably and mean the person, corporation or other entity with whom THE OWNER has executed the CM Contract. -

Construction Manager's Key Personnel: The personnel listed in the Construction Manager's Proposal and the Owner-CM Agreement, all of whom shall be dedicated to the Project on a full time basis, unless otherwise agreed to.

Contract Documents: The documents listed in Article 2 of the Owner-CM Agreement.

Day: calendar day.

Designer: The architect or engineer identified as the Designer in the Owner-CM Agreement.

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.

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

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

MSBA: The Massachusetts School Building Authority which has agreed to finance a portion of the costs for the Project, which procedures require the Owner and CM to submit payment-related information in a format acceptable to the MSBA. —

Notice to Proceed (NTP): The written notice provided by THE OWNER to the CM which authorizes the CM to commence the Work as of a date specified therein, from which date the

times specified in Article 4 of the Owner-CM Agreement are measured. THE OWNER may issue more than one NTP, for Preconstruction and Construction Services, in which case the date from which the time for completion of construction is measured shall be as stated in the appropriate NTP.

Or equal (or words of like import): Equal in the opinion of THE OWNER determined pursuant to the provisions of M.G.L. c.30, s. 39M and the provisions of the Contract.

Owner: The Town of Greenfield acting through authorized officials.

Owner-CM Agreement: The Owner-Construction Manager Agreement between the Owner and the CM for the Project, which is incorporated into the Contract Documents.

Plan(s): Drawing(s).

Progress Schedule: The progress schedule submitted by the CM and approved by THE OWNER in accordance with the Contract Documents.

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

Project Manager: The Owner's Project Manager identified in the Owner-CM Agreement.

Punch List: A list of items determined by THE OWNER upon the recommendation of the Designer, to be minor, incomplete or unsatisfactory work items that do not materially impair the use of the Work by THE OWNER for its intended purpose.

Clerk of Works or Owner's Representative: The on-Site representative of THE OWNER, who may be an employee of the Project Manager or may work directly for the Owner. The Clerk of Works or Owner's Representative has no authority to make changes in the work, interpret provisions of the Contract, approve or disapprove payment requests from the CM, or otherwise provide direction to the CM.

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

Schedule of Values: The schedule prepared by the CM and approved by THE OWNER pursuant to Article VIII of these General Conditions of the Contract which allocates the Contract Price to the various portions of the Work and is used as a basis for determining payments due to the CM.

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

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

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.

Subcontractor: Person or entity with whom the CM or a subcontractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law. "Subcontractor" also means "Trade Contractor" except when otherwise specified.

Substantial Completion: The term "substantial completion " shall mean the point at which . as certified in writing by the Design er. the new Olive Street Parking Garage (" School ") is at a level of completion in strict compliance with the contract and the contract documents such that the Town can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy shall not be deemed substantially complete. and such partial use or occupancy shall not be evidence of substantial completion.

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

Trade Contractor: Subcontractors under Contract with the CM to perform the work of the trades listed in paragraph 1.1 of the Procedures for Award of Subcontracts at Appendix C, and selected under the process authorized in M.G.L. c. 149A and Section I of the aforementioned Procedures by the CM. Sometimes referred to as “Filed Subcontractor” or “Filed Subbidder”.

User Agency: The Town Of Greenfield. Other terms, abbreviations and references are defined as they appear herein.

ARTICLE II: EXECUTION OF THE CONTRACT, SCOPE OF WORK, INTERPRETATION OF CONTRACT DOCUMENTS, DISTRIBUTION OF WORK, SUBCONTRACTS

1. Execution.

The execution of the Owner – CM Agreement by the CM is a representation that the CM has visited the Site, has become familiar with local conditions under which the Work is to be performed, has correlated observations at the site with requirements of the Contract Documents and is aware of requirements contained in the permits that have issued that apply to the construction of the work as well as the requirements of the Mass Works, as stated in the Project Funding Agreement between the Mass Works and the Owner.

2. Scope of Work.

The Work consists of all the work identified in the Contract Documents. The Work includes Pre-Construction Services the CM has agreed to provide as well as the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by CM or that the Contract Documents require the CM to cause to be supervised, overseen, performed or furnished. The CM shall provide and perform all of the Work, duties and obligations set forth in the Contract Documents.

3. Interpretation.

A. The Plans and Specifications and other Contract Documents are to be considered together and are intended to be mutually complementary, so that any work shown on the Plans though not specified in the Specifications, and any work specified in the Specifications though not shown on the Plans, is to be executed by the CM as a part of this Contract. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the better quality or greater quantity shall govern, unless THE OWNER directs otherwise. Figured dimensions shall take precedence over scaled dimensions.

B. All things that in the opinion of THE OWNER may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the CM. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by THE OWNER.

C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.

D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the issuance of the RFP for the contract notwithstanding any reference to a particular date. The foregoing sentence shall not apply to the dates, if any, specified with respect to insurance policy endorsement forms.

E. In case of any conflict among the Contract Documents, unless the context clearly otherwise requires, the Contract Documents shall be construed according to the following priorities:

- First Priority: Contract Modifications and Change Orders
- Second Priority: Owner-CM Agreement, the General Conditions of the Contract Specifications and Drawings, as amended.
- Third Priority: CM's Proposal, as accepted by OWNER
- Fourth Priority: Owner's Request for Proposals.
- Fifth Priority: Owner's Request for Qualifications

F. All plans, general and detailed, are to be deemed a part of the Contract, and the plans and specifications and Contract are to be considered together, and are intended to be mutually complementary, so that any work shown on the plans, though not specified in the specifications, and any work specified in the specifications, though not shown on the plans, is to be executed by the CM as part of the Contract. All things which in the opinion of the Designer may reasonably be inferred from the Contract Documents are to be executed by the CM in accordance with the terms of the Contract. In the event of a conflict, CM is to assume that the Contract requires the greater quantity or quality of work, and the CM shall immediately bring to the attention of the Designer said purported conflict.

G. The CM shall refer to all of the Drawings, and to all of the sections of the Specifications, and shall perform all work reasonably inferable therefrom as being necessary to produce the indicated results. Neither THE OWNER nor the Designer assume any liability arising out of jurisdictional issues raised or claims advanced by Subcontractors, trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Specifications and Drawings. In the event of any claim arising out of any duplication, conflict, inconsistency or discrepancy within the Specifications or on the Drawings as to the allocation of the Work among the Subcontractor the CM shall be solely responsible for resolving the claim and shall be responsible for ensuring that all of the Work is completed, regardless of where it appears in the Specifications or on the Drawings.

4. Distribution of Work.

Other than as required by M.G.L. c. 149A and any other applicable provisions of the Massachusetts General Laws and these Contract Documents, the CM shall be responsible for distributing the Work in the best interests of the Project.

5. Subcontracts

Procedures for the procurement and the award of contracts by the CM for the furnishing of labor, materials and equipment in the performance of the Work ("Subcontracts") shall be as specified in the procedures attached hereto as Appendix "C". The CM shall not replace any Subcontractor previously selected without the prior written approval of THE OWNER. The CM shall maintain and periodically update and distribute to THE OWNER, the Project

Manager and the Designer a Project Directory listing the names, addresses and telephone numbers of the principal members of the staff of each Subcontractor. The principal contact and a back-up for each Subcontractor and each of their office telephone numbers, mobile telephone numbers and pager numbers, if available, shall be indicated in the Project Directory so that such persons can be reached in emergency situations occurring beyond regular business hours.

All work shall be performed pursuant to written subcontracts. When subcontracting with Trade Contractors the CM shall use the Form for Trade Contract attached hereto. All subcontracts shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CM by the terms of the Contract Documents, and to assume toward the CM all the obligations and responsibilities which the CM, by the Contract Documents, assumes toward THE OWNER. Each Subcontract shall preserve and protect the rights of THE OWNER under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. The CM shall require each Subcontractor to enter into similar agreements with its Subcontractors. The CM shall provide to each proposed Subcontractor, prior to the execution of a Subcontract with such Subcontractor, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph.

In the event of termination of the Contract due to the default of the CM or for any other reason, THE OWNER shall have the right (but shall have no obligation) to assume, and/or accept assignment of and further assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the CM under the Subcontract with such Subcontractor. In the event of such assumption or assignment by THE OWNER, the Subcontractor shall have no claim against THE OWNER or such third party for work performed by such Subcontractor or other matters arising prior to termination of the Contract, and THE OWNER or such third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after such assumption or assignment.

No Subcontract, and nothing contained herein or in any Subcontract, shall be construed to create any contractual relationship between any Subcontractor and THE OWNER.

6. Contract Price.

The Contract Price constitutes the amount of compensation authorized to be paid to the CM for everything to be performed and furnished by the CM in connection with the Work, as provided in the Owner CM Agreement.

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by THE OWNER, provided that THE OWNER shall be under no obligation to do so. THE OWNER may rely on the Designer for the performance and exercise of certain rights and obligations of the Owner hereunder. Except as otherwise authorized by the Owner, any Approval required to be obtained from THE OWNER hereunder shall not be valid without the signature of THE

CM Initials

Owner Initials

OWNER. THE OWNER may explicitly overrule in writing any action, determination or decision of the Designer should THE OWNER choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, THE OWNER may appoint another person to act as Designer for the purposes of this Contract. THE OWNER shall give written notice to the CM of any such appointment.

2. Right of Access to Work.

THE OWNER, the Project Manager, and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the CM, and the CM shall provide safe facilities therefore. Other contractors of THE OWNER may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the CM and other contractors of THE OWNER with respect to their work shall be initially resolved by the Project Manager.

3. Inspection No Waiver.

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

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CM

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

1. Review of Contract Documents and Field Conditions.

A. Before commencing the Work, the CM shall carefully study the Contract Documents and carefully compare all Specifications, Plans, Drawings, figures, dimensions, lines, marks, scales, directions of the Designer, and any other information provided by THE OWNER and shall at once report to the Designer any questions, errors, inconsistencies, or omissions which the CM may discover.

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

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

A. The CM shall supervise and direct the Work, using the CM's best skill and attention. The CM shall be solely responsible for, and shall have control over, construction means, methods,

techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.

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

C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be coordinated by the CM.

D. The CM shall be responsible to THE OWNER for the acts and omissions of the CM's employees, agents and Subcontractors of all tiers, and their agents and respective contractors employees, and other persons performing portions of the Work or supplying materials therefor.

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

F. The Designer shall establish baselines and benchmarks on the Drawings for the location of the Work but all other lines and grades shall be determined by the CM. The Owner shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The CM shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The CM shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.

G. Work shall be performed during regular Working Hours which, unless otherwise approved by the Owner shall be 7:00 a.m. to 5:00 p.m. However, if the CM desires to carry on the Work outside of regular working hours or on Saturdays, Sundays, or Massachusetts or federal holidays, the CM shall provide the Owner's on site representative with 48 hours notice to allow satisfactory arrangements to be made for inspecting Work in progress. Any work performed during regular Working Hours or at any other time shall comply with the Town of Greenfield's Noise Ordinance. The additional costs incurred by the Designer, the Project Manager or the Clerk of Works to monitor work during extended hours, shall be paid by the CM out of an allowance which shall be included in the GMP for such purposes.

H. Work performed outside of regular Working Hours without prior notice to the Designer and/or THE OWNER shall be subject to additional inspection and testing as directed by the Designer. The Owner's costs for this inspection and testing shall be borne by the CM whether the Work is found to be acceptable or not. THE OWNER shall be entitled to issue the CM a credit to cover such cost from payments due the CM.

3.Key Personnel.

The CM shall employ the Key Personnel as defined in Article I of the General Conditions unless otherwise agreed to by THE OWNER. The Project Executive shall be the CM's senior person on Site and shall have full authority to accept communications to, make decisions for, and otherwise fully represent the CM in connection with all matters relevant to the Project. The CM's Project Manager(s) shall be responsible for one or more portions of the Work as assigned by the Project Executive. CM's Project Manager may be the designee

of the Project Executive to exercise the Project Executive's responsibilities in the CM's Project Executive's absence. The Superintendent shall be properly licensed in accordance with the Building Code.

4. Labor.

A. The CM shall employ only competent workers. The CM shall enforce and shall require all its Subcontractors to enforce strict discipline and good order among their respective employees and other persons carrying out the Work. The CM shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer or THE OWNER shall notify the CM in writing that any worker is, in the Owner's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of THE OWNER. See Paragraph 9 of this Article.

B. The CM shall ensure that all its Subcontractors employ a sufficient number of workers to carry on the Work with all proper speed in accordance with Laws, the requirements of the Contract Documents, and the Progress Schedule.

C. The CM shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors in such a manner as will result in harmonious labor relations on the Project Site. The CM shall cause persons to be employed in the Work who will work in harmony with others so employed.

5. Notices and Permits.

A. The CM shall take out and pay for all approvals, permits, user fees, certificates and licenses required by Laws, pay all charges and fees, and pay for or cause the appropriate Subcontractor to pay for all utilities required for the proper execution of the Work. The costs of any required permits shall be considered Cost of the Work. The CM shall perform the work in strict accordance with all permit requirements that have issued for the Project.

B. The CM shall comply with all Laws and shall give all notices required thereby.

C. Except as otherwise specified in this Contract, it is not the CM's responsibility to ascertain that the Contract Documents are in accordance with applicable Laws. However, if the CM observes that portions of the Contract Documents are at variance with the requirements of Laws, the CM shall promptly notify the Designer and THE OWNER in writing, and necessary changes shall be accomplished by an appropriate Contract Modification.

D. If the CM performs Work knowing it to be contrary to Laws without giving such notice to the Designer and THE OWNER, the CM shall bear full responsibility for such Work and all costs attributable thereto, including, without limitation, corrections to the Work.

6. Excavation.

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

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

The review of the Work by the Designer, THE OWNER or its consultants shall not relieve the CM of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer, THE OWNER or its consultants whether or not such work and/or materials have been previously overlooked or misjudged by the Designer, THE OWNER or its consultants and accepted for payment. If the Work or any part thereof shall be found defective at any time

before the Final Acceptance of the whole Work, or during the Warranty Period, the CM shall forthwith correct such defect in a manner satisfactory to the Designer, THE OWNER or its consultants. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer, THE OWNER or its consultants as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the CM shall forthwith remove such materials from the Site. The CM shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair any injury, defect, omission or mistake in the Work as soon as it is discovered, finish and immediately make good any defect, omission or mistake in the Work and complete and leave the Work in perfect condition. The costs of correcting such defects or mistakes shall not be considered Cost of the Work, unless the Owner approves funding such cost as a Construction Contingency Item, as provided in Section 7.2 of the Agreement for Construction Services.

9. Sanitary Facilities.

The CM shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following minimum requirements unless otherwise specified in Division 1 of the Specifications.

A. There shall be no fewer facilities than the number required by applicable Laws;

B. Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

10. Temporary Offices. See Division 1 of the Specifications.

11. Contract Documents and Samples at the Site.

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

12. Telephones. See Division 1 of the Specifications.

13. Safety Laws, Regulations, and Practices.

A. The CM shall comply with all health and safety Laws applicable to the Work. Without limitation,

(1) If the CM uses or stores toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health,

105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.

(2) The CM shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or hazardous materials, solid, special or hazardous waste (collectively "Hazardous Materials Laws). Should the CM discover unforeseen materials subject to Hazardous Materials Laws at the Site, the CM shall immediately notify THE OWNER of such discovery.

(3) The CM shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the CM shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 111 South Bedford Road, Burlington, MA 01803, 1-800-322-4844. The CM shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by certified mail, with a copy to Department of Environmental Protection (DEP). This notice shall be given at least 72 hours prior to the work, but not more than sixty days before the work is to be done. Such notice shall state the name of the street or the route number of the way and shall include an accurate description of the location and nature of the proposed work. Dig-Safe is required to respond to the notice within 72 hours of receipt by designating the location of pipes, mains, wires or conduits at the Site. The CM 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 CM shall provide the Superintendent with current Dig-Safe regulations, and a copy of M.G.L. c. 82, s. 40. Any costs related to the services performed by Dig-Safe shall be borne by the CM.

(4) The CM shall comply 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.

(5) The CM shall comply with M.G.L. c. 149, s. 129A, relative to shoring and bracing of trenches.

B. The CM shall take reasonable precautions to prevent damage, injury or loss to persons or property. Nothing herein shall relieve Subcontractors of their responsibility for the safety of persons and property, and for compliance with all Laws applicable to the Work and their activities in connection therewith. Without limitation, the CM shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the CM or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The CM shall promptly remedy all damage or loss to any such property caused in whole or in part by the CM, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the CM shall:

- (1) post and maintain adequate danger signs and other warnings against hazards;
- (2) promulgate safety regulations and give appropriate notices to THE OWNER and users of adjacent utilities and property;

- (3) insure the adequate strength and safety of all scaffolding, staging and hoisting equipment, temporary shoring, bracing and tying;
- (4) protect adjoining private or public property;
- (5) provide barricades, temporary fences, and covered walkways required by prudent construction practices, Laws and/or the Contract Documents;
- (6) furnish approved hard hats and other personal protective equipment, furnish approved first aid supplies, furnish the name of the first aid attendant, and maintain a posted list of emergency facilities;
- (7) provide proper means of access to property where the existing access is cut off by the CM;
- (8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard to protect travelers from injury from such obstruction;
- (9) maintain reasonable security at the Site so as not to expose the Work and surrounding property to vandalism or malicious mischief;
- (10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus;
- (11) take prompt action to correct any dangerous or hazardous conditions.

C. The CM shall not use or store explosives in the performance of the Work unless the CM first obtains THE OWNER's prior written approval.

D. The CM shall not permit cutting or welding in or immediately adjacent to existing property of the Owner or of anyone else without THE OWNER's prior Approval in each instance.

E. The CM shall submit a safety plan to THE OWNER and designate by notice to THE OWNER a full time responsible member of its organization at the Site whose duties shall include preventing accidents.

F. The CM shall submit to THE OWNER without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

G. In any emergency affecting the safety of persons or property the CM shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The CM shall immediately notify THE OWNER of such emergency.

14. Debris and Chemical Waste.

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

B. The CM shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws, including without limitation, hazardous materials laws. The CM shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the Owner or officials in charge of such landfills, disposal or recycling facilities. The CM shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The CM shall not permit any storage of debris or waste except in accordance with Laws.

C. The CM shall not permit any open fire on the Site.

D. Chemical Waste: Chemical waste shall be stored in corrosion resistant containers, removed from the Site, and disposed of not less frequently than monthly unless more frequently required by Laws, including without limitation hazardous materials laws, or by the Contract Documents. Disposal of chemical waste shall be performed in accordance with requirements of the U.S. Environmental Protection Agency (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 shall be disposed of in accordance with procedures meeting all applicable Laws. The CM shall immediately notify the Designer of any hazardous materials release large enough to require reporting under applicable Laws. The CM shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the CM.

15. Weather Protection (M.G.L. c. 149, s. 44G and 44F(1)).

The CM shall, as part of its GMP cost, provide "weather protection," which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved by covering, enclosing and/or heating working areas such that a minimum temperature of 40 degrees Fahrenheit is maintained at the working surface during the months of October through April in order to permit construction to be carried on during such period in accordance with the Progress Schedule. After the building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the CM shall provide heat therein of not less than 55 degrees F. nor more than 75 degrees F. The foregoing provisions do not supersede any specific requirements for methods of construction, curing of materials and the like. Such weather protection shall be consistent with the Progress Schedule, shall permit the continuous progress of the Work necessary to maintain an orderly and efficient sequence of construction operations, shall include one thermometer for every 2,000 square feet of floor space or fraction thereof, shall be subject to the Approval of THE OWNER, and shall meet such additional requirements as may be specified by THE OWNER and by the Contract Documents.

16. Furnishings and Equipment.

When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the CM shall allow THE OWNER to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of THE OWNER except that the CM shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of CM, Subcontractors, their agents and/or employees, or anyone for whose acts CM is responsible. The CM shall provide for debris removal facilities at a central location on the Project, in order to provide for the disposal of debris associated with the delivery of furnishings and equipment and technology equipment that will be delivered and installed by others.

17. Sales Tax Exemption and Other Taxes.

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

18. Final Cleaning.

At the completion of the Work or any portion thereof, in preparation for turnover to the Owner, the CM shall remove all waste materials, rubbish, tools, equipment, electrical panels, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy. Subsequent to installation of Owner furniture, equipment, technology equipment, and telephones, the CM shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment.

19. Maintenance Data.

Subject to such additional requirements as may be provided in the Contract Documents, the CM shall compile four complete and identical binders of operating and maintenance data for the entire Work. The CM shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to THE OWNER, and shall instruct and train the User Agency's personnel in proper inspection and maintenance procedures.

20. Closeout Procedures.

The CM shall take all actions and submit all items required for the issuance of the Certificate of Use and Occupancy and Final Acceptance as specified in Division 1 of the Contract Specifications. -

ARTICLE V: MATERIALS AND EQUIPMENT

1. Materials Generally.

A. Unless otherwise specifically provided in the Contract Documents, the CM 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.

The CM shall obtain prior written approval from THE OWNER for permission to store materials or equipment at off-site locations, to be incorporated in the Work, for which progress payments may be requested. Any and all charges for storage, inspection and verification by the Designer and THE OWNER, including insurance, shall be borne solely by the CM. Before approval, THE OWNER may require, without limitation (i) evidence that the off-site location is properly secure, (ii) proper proof of insurance and proof of satisfactory contractual arrangements for transportation to the site, and (iii) a certificate from the CM stating:

1. The name of the CM, Subcontractor or Supplier that leases or owns the warehouse or other storage facility;
2. The location of such storage facility, including the storage space; i.e., the entire premises or certain areas of a warehouse giving the number of floors or portions thereof, and a certification that the CM has visited such location, verified the storage of such material or equipment therein or thereon (including confirmation that the materials or equipment are marked and segregated as provided below), and verified payment of all current storage charges;
3. The date(s) on which the material or equipment is first stored at such facility; and

CM Initials

Owner Initials

4. A description of the materials or equipment stored, including quantities, types, manufacturers and other identification information, such as serial numbers.

The CM shall furnish to THE OWNER, not less often than once per month, a current inventory of all materials or equipment being stored at any off-site location.

The CM shall mark each sealed carton or other item with the name of the Project and THE OWNER, and all materials or equipment stored off-site shall be segregated to the extent required by the Project Manager or the Designer.

Payment for materials or equipment stored off-site shall be at the reasonable discretion of THE OWNER, taking into account the schedule requirements of the Work. Title to materials or equipment stored off-site shall be transferred at the time at which THE OWNER pays for them, free of any lien or other interest of the Supplier or any other lien or encumbrance. Notwithstanding such transfer of title, the CM shall retain sole care, custody and control of, and shall have complete responsibility for the security and protection of, all materials or equipment included in any Application for Payment which are stored at locations other than the site, and the CM assumes all risk of loss or damage to such materials or equipment, and the CM shall hold harmless THE OWNER from and against all liabilities arising out of or resulting from loss or damage, from any cause, to such materials or equipment for which payment is requested, including liens, security interests or other claims of any kind by Suppliers or other third parties relating to such materials or equipment.

B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The CM shall inform itself as to, and shall comply with, the provisions of M.G.L. c. 7, s. 23A, as amended, and shall abide by the same and all applicable rules, regulations and orders made thereunder in relation to the purchase of supplies and materials in the execution of the Work, including the provisions of M.G.L. c.7, s. 22, paragraph 17 which provides that there be "*a preference in the purchase of supplies and materials, other considerations being equal, in favor, first, of supplies and materials manufactured and sold within the Commonwealth, and, second, of supplies and materials manufactured and sold elsewhere within the United States.*"

2. Shop Drawings, Product Data, and Samples.

A. The CM shall prepare and submit to the Designer, in accordance with requirements specified in Section 013300 "Submittal Procedures", Shop Drawings, Product Data, Samples, and such other Submittals as may be required by the Contract Documents. The Designer will review and approve or take other appropriate action upon the Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review and approval by the Designer of Shop Drawings, Product Data, Samples and other Submittals shall in no way relieve the CM from responsibility for proper fitting, coordinating, construction, and construction sequencing. The CM shall furnish to the Project Manager and the Designer such information and vouchers relative to the Work, the materials therefore, and the persons employed thereon, as the Designer shall from time to time request.

B. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submission is to demonstrate for those portions of the Work for which submittals are required the way the CM proposes to conform to the information given and the design concept expressed in the Contract Documents.

C. The CM shall review, and submit to the Designer, Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of THE OWNER or of separate contractors. Submittals made by the CM which are not required by the Contract Documents or which do not comply with the Contract Documents may be returned without action. The CM's attention is directed to the provisions of Section 4 of this Article V and to the Specifications.

D. The CM shall prepare and keep current for the Designer's approval a schedule of submittals which is coordinated with the Progress Schedule and allows the Designer reasonable time to review submittals.

E. The CM shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Designer. Such Work shall be in accordance with Approved submittals.

F. By submitting Shop Drawings, Product Data, Samples and similar submittals, the CM represents that the CM has determined and verified materials, field measurements, and field construction criteria related thereto and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

G. The CM shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the CM has specifically informed the Designer in writing of such deviation at the time of submittal and the Designer has given explicit written approval to the specific deviation. The CM shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals as a result of the Designer's or THE OWNER's actions.

H. The CM shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.

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

J. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, such certification must be stamped by a registered Massachusetts professional in the discipline required. The Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

K. Materials furnished or used or employed under the Contract must be equal in quality to the samples furnished and be satisfactory to the Designer.

3. Tests.

A. Any material to be used in the Work may be tested or inspected at any time by the Designer with an independent testing company with the prior Approval of THE OWNER and may be rejected if it fails to comply with specified tests. THE OWNER shall pay for all testing of specified material. If the CM requests permission to use a material that was not specified, then the CM shall pay for such testing. The cost of testing of any materials that fail the testing criteria shall be borne by the CM

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

4. "Or Equal" Submissions.

A. Where products or materials are prescribed by manufacturer name, trade name, or catalog reference, the words "or Approved equal" shall be understood to follow, except where the Owner has approved a proprietary specification as provided in G.L.c. 30 sect. 39M. An item shall be considered equal to the item so named or described if in the opinion of the Designer (a) it is at least equal in quality, durability, appearance, strength and design, (b) it performs at least equally the function imposed in the general design for the Work, and (c) it conforms substantially, even with deviations, to the detailed requirements for the items as indicated by the Specifications. Any changes in the work made necessary to accommodate products or materials substituted as an "or equal" shall be at the expense of the CM.

"Approved equal" shall mean an item with respect to which Designer shall have issued a written statement to the CM to the effect that the item is, in Designer's opinion, equal within the meaning of this paragraph to that prescribed in the Contract Documents.

B. The CM shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.

C. Whenever the CM 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 sixty (60) days prior to the date the materials will be used in the Work. In no event shall the CM maintain a claim for delays based upon the Designer's review of such substituted materials if the CM has failed to comply with the sixty (60) day submission requirement.

5. Delivery and Storage of Materials; Inspection.

A. Materials and equipment shall be progressively delivered to the Site so that there will be neither delay in the progress of the Work nor an undue accumulation of materials that are not to be used within a reasonable time and so that their security, quality, and fitness of the materials for the Work is preserved. CM shall prepare adequate storage and staging areas for materials and equipment delivered to the Site.

B. Materials stored off Site shall be insured and stored at the expense of the CM/Subcontractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the CM's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.

C. Expenses for inspection of material by the Designer and/or the Project Manager personnel including travel, quarters, and subsistence shall be borne by the CM requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. If the CM requests an inspection of material stored outside the Commonwealth of Massachusetts, THE OWNER will initially pay for all expenses of inspecting the material incurred by the Designer and/or the Project Manager's personnel including travel, quarters, and subsistence. THE OWNER will then give CM an invoice for those costs and the CM shall submit a credit Change Order for the amount of those expenses.

D. Stored materials either at the Site or at some other location agreed upon in writing shall be so located as to facilitate prompt inspection and even though approved before storage, may again be inspected prior to their use in the Work.

E. All storage sites shall be restored to their original condition by the CM at the CM's expense.

F. The CM shall take charge of materials for its use delivered to or in the vicinity of the place where the Work is being done, whether furnished by the Owner or otherwise; the CM shall notify the Designer as soon as any such materials are so delivered, allow them to be examined by the Designer, and furnish workers to assist therewith.

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

The Designer may reject materials if the Designer reasonably determines that such materials do not conform to the Contract Documents in any manner, including but not limited to materials that have become damaged or deteriorated from improper storage whether or not such materials have previously been accepted. The CM at its own expense shall remove rejected materials from the Work. No rejected material, the defects of which have been subsequently corrected, shall be used except with the written permission of the Designer. Should the CM fail to remove rejected material within a reasonable time, THE OWNER may, in addition to any other available remedies, remove and/or replace the rejected material, and deduct the cost of such removal and/or replacement from any moneys due or to become due the CM by issuing a credit change order against the GMP. No extra time shall be allowed for completion of Work by reason of such rejection. The inspection of the Work shall not relieve the CM of any of its obligations herein prescribed, and any defective Work shall be corrected. Work not conforming to the Contract Documents may be rejected notwithstanding that such Work and materials have been previously overlooked or misjudged by the Designer and accepted for payment. If the Work or any part thereof shall be found defective at any time before Final Acceptance of the whole Work, the CM shall forthwith make good such defect in a manner satisfactory to the Designer. Nothing in the Contract shall be construed as vesting in the CM any property rights in the materials used after they have been attached or affixed to the Work or the Site; but all such materials shall upon being so attached or affixed become a property of the Owner.

ARTICLE VI: PROSECUTION AND PROGRESS

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

A. The Contract time shall commence upon the date specified and in accordance with any conditions in the Notice to Proceed.

B. Prior to the submission of the first progress payment, CM shall submit to the Designer and the Project Manager for approval a progress schedule which complies with the contract requirements. Upon Approval by THE OWNER, said schedule shall constitute the Progress Schedule.

C. Time is of the essence of this Contract. The Work shall be completed within the time specified in the Owner-CM Agreement. Should the CM require additional time to complete the Work, the CM shall document the reasons therefore and submit a written request for an extension of time within 14 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall preclude the CM from subsequently claiming any time extension due to said delay.

D. CM must use diligent efforts to mitigate any potential schedule impacts and must demonstrate actual impact on critical path activity to receive a contract time extension. CM acknowledges that managing day-to-day design changes, clarifications, RFIs and the like is part of CM’s base scope of Work, and CM has contemplated such work in preparing its critical path schedule. CM agrees to meet with the Architect on a weekly basis to assist in prioritizing RFI responses in order to avoid potential delays or claims. CM agrees that neither the specification by CM of a “due date” or “return date” for any request for

CM Initials

Owner Initials

clarification, RFI or the like, nor the failure of Owner or Architect to meet any such required due date or return date, shall necessarily be grounds for a claim for adjustment of the Contract Time. Without limiting the foregoing, CM expressly agrees that due dates or return dates inserted by "default" by any computer software program shall not be binding upon Owner or Architect or be the basis for any claim for adjustment of the Contract Time.

E. If, in the opinion of THE OWNER, the CM fails to comply with the Progress Schedule, due to reasons that are within the reasonable ability of the CM to control, THE OWNER may but shall not be required to give the CM written notice of such failure and five days to cure the same. Unless the CM shall within that five days take all necessary steps to do so, including, if THE OWNER requires, increasing its forces, equipment and plant and continue to do so until, in the opinion of the Designer or Project Manager the failure is corrected, THE OWNER may at the CM's expense and without terminating this Contract employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Project Manager's opinion be necessary to insure the completion of the Work or such part thereof within the time specified in the Contract Documents or at the earliest possible date thereafter. THE OWNER may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the CM to discontinue the Work at any time thereafter. The CM shall continue to perform the remaining Work under this Contract even if THE OWNER elects to have another contractor perform a portion of the Work under this Article.

F. THE OWNER shall deduct the cost of any actions THE OWNER takes under this Article from any amount then due or which might have become due to the CM under this Contract had the CM performed as required. On demand, the CM shall pay THE OWNER any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. THE OWNER shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof. THE OWNER's election to complete all or part of the Work shall not release the CM from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the CM to a claim for an increase in the Contract Price or an extension of the time for completing the Work.

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

A. If liquidated damages are specified in the Owner - CM Agreement, THE OWNER has determined that its damages as a result of CM's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Substantial Completion will be difficult or impracticable to ascertain. Accordingly, if the Work is not substantially completed by the date specified in this Contract, or by any extended date approved by the Owner, the CM shall pay to THE OWNER the sum designated as liquidated damages in the Contract for each and every calendar day that the CM is in default in substantially completing the Work. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to THE OWNER and/or the User Agency resulting solely from the fact that the Work is not substantially completed on time. The agreed to Liquidated Damages for this project for the CM and Subcontractors is \$300/day up to a maximum of \$30,000.00.

B. THE OWNER may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the CM, and if such moneys shall be

insufficient to cover the liquidated damages, then the CM or the Surety shall pay to THE OWNER the amount due.

C. Permitting the CM to continue and finish the Work or any portion of it after the time fixed in the Contract for its completion shall not be deemed as a waiver of any of the Owner's rights hereunder, at law or in equity.

D. Liquidated damages or a portion thereof may be waived by THE OWNER if the CM submits evidence satisfactory to THE OWNER that the delay was caused solely by conditions beyond the control of the CM or that THE OWNER has not suffered any damages as a result of said delay.

E. Failure by THE OWNER to specify a sum as liquidated damages in the Owner-CM Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated damages, shall not be deemed a waiver of THE OWNER's right to recover actual damages arising from the CM's failure to complete the Work on time.

3. Delays; Time Extensions, No Damages for Delay Statutory Provisions (M.G.L. c. 30, s. 39O).

A. Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the CM shall not be entitled to an increase in the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay occurs that is caused in the opinion of THE OWNER, by parties or events beyond the reasonable ability of the CM to control, the CM shall be entitled to an extension of time. Delays caused by suppliers, subcontractors and sub-subcontractors shall be considered to be within the control of the CM. The length of the extension shall be sufficient in the opinion of THE OWNER for the CM to complete the Work.

B. The CM may be entitled to an extension of time if the CM can demonstrate to the reasonable satisfaction of the Owner, upon the recommendation of the Designer and the Project Manager, that the critical path schedule for the Project has been adversely impacted by events of delay that are beyond the reasonable ability of the CM to control, and that the CM cannot revise its critical path schedule to eliminate the need for a time extension; provided however that the Owner and CM are entitled to share the "float" time in the CPM schedule if the utilization of such time avoids a time extension. Should the CM require additional time to complete the work, it shall document its reasons therefore and request an extension of time at the time the alleged delay occurred, as provided in this Article. Failure to notify the Owner of any delay in writing within 14 days from the date the event arose that caused such delay, shall preclude the CM from requesting and obtaining a time extension due to said delay. Requests for extensions of time shall be submitted as a Change Order request to the Owner.

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

D. (1) Extension of Time. Upon a timely and proper request, the CM shall be entitled to an appropriate extension of time to complete the Project should any hindrances, suspensions, interruptions or delays to the critical path schedule result from one or more of the following circumstances:

- (i) failure of the Owner to provide the CM with a Notice to Proceed in a timely manner;
- (ii) failure of the Owner or Designer, to act, respond, or provide approvals to the CM within 20 days of receipt of a written request from the CM for action or direction; provided, that if the Owner or Designer requires additional time to prepare a response, the Owner and/or Designer shall have 20 additional days to provide a response to the CM;
- (iii) issuance by the Owner of Change Orders or Contract Modifications;
- (iv) encountering unanticipated special wastes or historical or archaeological resources;
- (v) encountering unanticipated subsurface conditions differing from those anticipated from the information provided prior to construction;
- (vi) inability of the CM to obtain the required permits and/or jurisdictional approvals despite the best efforts of the CM to obtain such permits and/or approvals;
- (vii) failure of the Owner to provide the CM with exclusive physical and legal access to the project site in a timely manner to permit the work to proceed in accordance with the schedule;
- (viii) action by any court or public agency, unless such action is due to the fault of the CM;
- (ix) actions of other contractors employed by the Owner;
- (x) fire, flood, severe weather conditions, unavoidable casualties and strikes;
- (xi) any other cause beyond the reasonable ability of the CM to control which the Owner determines justifies an extension of time.

E. The CM's estimates of the extension of time must be accompanied by a detailed analysis identifying each action(s) or additional work item(s) which caused the delay and also identifying exactly which items along the critical path were impacted or delayed. Accumulating the amount of time required to complete a series of additional work items or delays and adding this time to the original Contract Time will not be considered justification for an extension of time. In order to justify an extension of Contract Time, the CM must prove that the critical path for construction has been impacted by circumstances beyond the control of the CM.

F. If a suspension, delay, interruption or failure to act of THE OWNER increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the CM with respect to such increase as the CM shall have against THE OWNER by virtue of (a) and (b) of M.G.L. c. 30, s. 39O set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the CM or the Subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the CM and "Awarding Authority" means THE OWNER:

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

or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

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

G. No Damages for Delay

Except as provided in Paragraph F, when the Owner issues a written order suspending the work, as provided in Paragraph F, the CM shall have no claim for damages of any kind against the Owner on account of any delay in the commencement or performance of any of the work or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Designer, or otherwise. The applicable Massachusetts state law shall govern this provision.

4. Use and Occupancy Prior to Final Acceptance.

A. If the Project is to be of the Occupied Phased type. The CM agrees to the use and occupancy of the Project or any portion thereof for the entirety of the Work by THE OWNER.

B. THE OWNER and the User Agency will cooperate with the CM with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the CM's Work provided that they do not interfere with the proper functioning of the facility.

C. The CM shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.

D. The CM shall maintain the building in a secure manner for the safety of the occupants at all times as required by the OWNER. The CM, as part of the Phasing Work, shall maintain all egress and life safety systems and all others systems and code requirements up to applicable Codes, laws and regulations at all times during Construction. The CM shall also maintain all building systems in the occupied portions of the school so as to facilitate the safe and normal operation of the school. These shall be costs of the work and design shall take this into account.

E. Use and occupancy of any part of the Work prior to Final Acceptance by THE OWNER shall not relieve the CM from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

5. Certificate of Substantial Completion, Final Completion.

A. When the Work, or portion thereof which THE OWNER agrees to accept separately, has reached the state of Substantial Completion, the CM shall develop, with the participation of the Designer and THE OWNER, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.

B. Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Substantial Completion and a Certificate of Final Completion, the CM shall comply with all the requirements designated in Division 1, Section 01770.

C. A certificate of substantial completion for the new Olive Street Parking Garage Building will be issued when the new garage is ready to be occupied (as defined above) by the OWNER. A separate Certificate of Substantial completion will be issued when the existing structure has been demolished and the site-work in the area affected by the existing building

is completed. The certificate of Final Completion will be issued when ALL work associated with the project is completed.

6. One-Year Warranty Repair List and Inspection.

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

ARTICLE VII: CHANGES IN THE WORK

1. Change Orders Generally.

A. No changes in the Work, the Contract Price, the Substantial and Final Completion dates, or any other provision of an Approval by THE OWNER of the Contract Documents shall be made in absence of a Change Order as defined in Article I of these General Conditions of the Contract, directing the CM to perform such changes. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract.

B. A request for a change in the provisions of this Contract may originate with THE OWNER, the CM, or the Designer. The request must be made in writing and in accordance with the provisions of this Contract. When the CM believes that an event or circumstance gives rise to an adjustment in the Contract Price and/or the Contract Time it shall submit a request for a change order in accordance with the contract.

C. Prior to the approval of a Change Order, the Owner, through the Designer or the Project Manager, may issue a written directive to the CM (sometimes called a Notice to Proceed or a Proposed Change Order instructing the CM to make changes in the Work within the scope of the Contract, including but not limited to, changes in: (1) the Plans and Specifications; (2) the method or manner of performance of the Work; (3) the Owner-furnished facilities, equipment, materials, services or Site; (4) the schedule for performance of the Work.

D. The CM shall immediately perform any changes in the work that are ordered by THE OWNER.

E. Whenever a Change Order or written directive issued under Paragraph C will cause a change in the CM's cost or the time required to perform the Work, the CM or THE OWNER may request an adjustment in the Contract Price. Such request shall be in writing and shall be submitted by the party making such claim to the other party before commencement of the pertinent work or as soon thereafter as possible.

F. THE OWNER and the CM shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, pursuant to the methods described in the following Paragraph 2, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, THE OWNER shall determine the costs attributable to the change and provide the CM with a written notice to that effect, in which event the CM may follow the procedure described in Paragraph 3. Work Performed under Protest.

G. During the negotiation of an equitable adjustment in the Contract Price, the CM shall, if requested, provide THE OWNER with all cost, pricing data and any other information or documentation used by it in computing the amount of the equitable adjustment, and the CM

shall certify that the pricing data used was accurate, complete, current and reasonable. If THE OWNER subsequently determines that the data submitted by the CM was incomplete, incorrect, not current, or unreasonable, THE OWNER may exclude such data from consideration under the equitable adjustment request.

H. Whenever the Construction Manager is entitled or believes it is entitled to a Change Order adjusting the Contract Price, the Construction Manager shall maintain separate accounts (by job order or other suitable accounting procedure) of all costs incurred and attributable to such work. The Construction Manager shall maintain a computerized accounting system, acceptable to THE OWNER, in which current information as to the status of all such work is maintained. The Construction Manager shall maintain such contemporaneous records as are necessary to provide a clear distinction between the costs of all Change Order Work and proposed Change Order Work, and the costs of other Work.

I. Notwithstanding any provisions in the Contract Documents to the contrary, no additional General Conditions Cost shall be due for any Change Order or portion of a Change Order resulting from or attributable to:

1. Increases in the cost of Allowance items;
2. Substitutions of equipment or materials which are functionally similar to equipment or materials specified in the Contract Documents.

2. Methods of Computing Equitable Adjustments.

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

(1) fixed price basis, provided that the fixed price shall be inclusive of items listed in (3) (a) through (d) below and shall be computed in accordance with those provisions;

(2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices, provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;

(3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

(a) the direct cost (or credit) for labor at the prevailing wage rates established for this Contract pursuant to M.G.L. c. 149, s 26-27H, and the direct cost for material and use of equipment; It has been agreed that Contractor owned equipment used for Extra Work will be paid for based on Published Blue Book Equipment Rates. Rates paid will be:

1. Less than 1 day will be paid at the daily rate/8
2. 1 Day – Daily Rate
3. Less than 5 days but more than 1 day - weekly rate /5
4. Less than 1 month but more than 5 days – Monthly Rate/22

(b) plus (or minus) the cost of Workmen's Compensation Insurance, Liability Insurance, Federal Social Security and Massachusetts Unemployment Compensation, or as an alternative the CM may elect to use a flat 30% of the total labor rate computed in accordance with subparagraph (a) above;

(c) plus an allowance equal to 10% of the amount of (a) above for General Conditions, overhead, superintendence, fee, and profit. When change order work is performed by a subcontractor, the subcontractor shall be entitled to 10% of the overhead, superintendence, fee and profit markup, in which event the CM will be entitled to a 5% markup. Maximum Markup for any change is 15% of the cost of The Extra Work.

(d) plus the actual direct premium cost of payment and performance bonds required of CM and Trade Subcontractors for this Contract.

B. If the net change is an addition to the Contract Price, it shall include the CM's overhead, superintendence and profit. For any change that does not include labor performed or materials installed in the project, there will be no markup for the CM's or Subcontractor's overhead, superintendence, and profit, even though there may be a net increase in the Contract Price. Charges for small tools known as "tools of the trade" are not to be computed in the amount of any change in the Contract Price.

C. Adjustment to the amounts of Subcontracts made under the provisions of the Procedure for Award of Subcontracts shall not be considered Change Orders and shall not entitle the CM to any adjustments for overhead, profit, and superintendence, although THE OWNER may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.

3. Work Performed Under Protest.

The CM agrees to perform all Work as directed by THE OWNER, and if the THE OWNER determines that certain Work that the CM believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the CM shall perform said Work. The CM shall be deemed to have concurred with the THE OWNER's determination as aforesaid unless the CM shall perform Work under protest in compliance with the following subparagraphs (1) and (2) below:

(1) If the CM claims compensation for a change in the Work that is not deemed by the THE OWNER to be a change or to warrant additional compensation as claimed by the CM, the CM shall before the commencement of any such work submit to THE OWNER a written statement of the nature of such work or claim. The CM shall not be entitled to additional compensation for any work performed or damage sustained for which written notice is not given within the time limit specified in the preceding sentence, even though similar in character to work or damage with respect to which notice is timely given.

(2) On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the CM shall file to the extent possible with the Clerk of Works, the Designer, and the Project Manager, itemized statements of the details and costs of such work performed or damage sustained. The CM shall submit Daily Time and Materials Reports to record all labor and material used. If the CM fails to submit such statements, then the CM shall not be entitled to later pursue a claim against Owner for additional compensation for any such work or damages.

4. Other Claims. No claim for additional compensation for any other reason will be recognized nor will CM have any entitlement to such additional compensation unless written notice is given to THE OWNER by the CM within fourteen (14) days of the occurrence of the event giving rise to such claim.

5. False Claims, Statutory Provisions Regarding Changes.

A. Criminal Penalties: The CM's attention is directed to M.G.L. c. 30, s. 39I which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L. c. 30, s. 39J and M.G.L. c. 7, s. 42E-42I. The CM's attention is also directed to M.G.L. 266, s. 67B which provides criminal penalties for false claims by Contractor under this Contract:

"Whoever makes or presents to any employee, department, agency or public instrumentality of the commonwealth, or of any political subdivision thereof, any claim upon or against any department, agency, or public instrumentality of the commonwealth, or any political subdivision thereof, knowing such claim to be false, fictitious, or fraudulent, shall be punished by a fine of not more than ten thousand dollars or by imprisonment in the state"

prison for not more than five years, or in the house of correction for not more than two and one-half years, or both."

B. Differing Site Conditions (M.G.L. c. 30, s. 39N): *"If, during the progress of the work, the contractor or the Awarding Authority discovers that the actual subsurface or latent physical conditions encountered at the Site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing Site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly."*

C. Timely Decision By THE OWNER(M.G.L. c. 30, s. 39P): *"Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the Awarding Authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the Awarding Authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made."*

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.

Before submission of the first request for payment under this Contract, the CM shall submit to THE OWNER a schedule of values for its approval, which shall include all preconstruction activities as well as all construction activities and shall be in sufficient detail to reflect the various preconstruction activities and the major components of each construction trade (with relevant Subcontractors as well as MBE/WBES noted), including quantities when requested, aggregating the GMP with detail for the Contingency and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the THE OWNER may require. When Approved by the THE OWNER, it shall constitute the Schedule of Values and shall be used only as a basis for the CM's requests for payments and credits, the first of which payments shall not be made until such Schedule of Values is approved by THE OWNER. If the MSBA requires any revisions to the format of the Schedule of Values, the CM and the Owner shall make the revisions.

2. Payment Liabilities of CM.

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CM Initials

Owner Initials

A. The CM shall pay to THE OWNER all expenses, losses and damages, as determined by THE OWNER, incurred in consequence of any default, defect, omission or mistake of the CM or his employees or Subcontractors or the making good thereof.

B. If the Work (or a portion thereof) is not substantially completed and the CM has not satisfied the requirements for the issuance of a Certificate of Substantial Completion by the date specified in the Contract, the CM shall pay to the Owner liquidated damages as provided in the Contract.

3. Retention of Moneys by THE OWNER.

A. THE OWNER may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefor, to (1) the THE OWNER's expenditures for the CM's account, (2) to secure THE OWNER's remedies against the CM for the CM's breach of its obligations under this Contract or the breach of any person performing any part of the Work and (3) the payment of any expenses, losses or damages incurred by THE OWNER as a result of the failure of the CM to perform its obligations hereunder. THE OWNER may retain, until all claims are settled, such moneys as THE OWNER estimates to be the fair value of THE OWNER's claims against the CM, and of all claims for labor performed or furnished and for materials used or employed in or in connection with the Work and for the rental of vehicles, appliances and equipment employed and for the employment of substitute contractors and labor in connection with the Work filed in accordance with M.G.L. c. 30, s. 39A and s. 39F. THE OWNER may make such settlements and apply thereto any moneys retained under this Contract.

4. Applications for Payment.

A. The CM shall, once in each month submit to THE OWNER an application for payment for its periodic payment estimate, showing the total amount of Work done to the time of such estimate and the value thereof as approved by THE OWNER. It shall be the sole responsibility of the CM to deliver or cause to be delivered to the Designer said periodic estimate, in proper form, approved as provided above and arithmetically correct, and signed by the Designer and the Project Manager, if requested by the Owner. All periodic estimates shall contain such certifications and other evidence supporting the CM's right to payment as THE OWNER may require, including without limitation, forms THE OWNER may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the THE OWNER. The CM shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. THE OWNER shall retain five percent of such estimated value as part security for the completion of the Work and shall pay to the CM while carrying on the Work the balance not retained as aforesaid, subject to the Approval of THE OWNER after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract, provided that the Owner shall not assess retainage against applications for payment for the CM's Preconstruction Services Fee.

B. Each periodic payment estimate shall constitute the CM's representation that (1) the payment then requested to be disbursed has been incurred by the CM on account of the Work and is justly due to Subcontractors or, to the CM in the case of other Work performed by the CM on account thereof, (2) the materials, supplies and equipment for which Application for Payment is being submitted have been installed or incorporated into the Work or have been stored at the Site or at such off Site storage locations as THE OWNER shall have Approved, (3) the materials, supplies and equipment are insured in accordance with the provisions of this Contract, (4) the materials, supplies and equipment are owned by the Owner and are not subject to any liens or encumbrances, (5) the Work which is the subject of such periodic estimate has been performed in accordance with the Contract Documents and (6) that all due and payable bills with respect to the Work have been paid to date and shall be paid from the

CM Initials

Owner Initials

proceeds of such periodic estimate. The CM's attention is directed to the criminal penalties for false claims.

C. The CM may include in a periodic payment estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing by THE OWNER) only upon delivery to THE OWNER of: (1) an acceptable transfer of title on the form provided by THE OWNER; (2) written certification by the CM (or applicable subcontractor) on the form provided by THE OWNER that the CM (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of encumbrance-free ownership if such proof is deemed necessary by THE OWNER; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the CM and be adequately protected until incorporated into the Work.

D. THE OWNER may make changes in any periodic payment estimate submitted by the CM and the payment due shall be computed in accordance with the changes so made.

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

F. The CM and all Subcontractors furnishing labor on this Contract agree to furnish certified payroll reports, at no additional expense to THE OWNER on a monthly basis. THE OWNER may at all reasonable times audit such reports.

5. Periodic Payments

THE OWNER shall make payment to the CM in accordance with M.G.L. c. 30 sect. 39K, which provides as follows:

"Within fifteen days after receipt from the CM 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 shall make a periodic payment to the CM 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 CM has title or to which a trade contractor has title and has authorized the CM to transfer title to the Owner less (1) a retention based on its estimate of the fair value of its claims against the CM and less (2) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the Owner, less than one percent of the adjusted contract price, or (b) the CM substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the CM the entire balance due on the Contract less a retention based on its estimate of the fair value of its claims against the CM and the cost of completing the incomplete and unsatisfactory work."

THE OWNER may make changes in any periodic payment estimate submitted by the CM and the payment due on said periodic payment estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic payment estimate shall not affect the due date for the periodic payment or the date for the

commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that THE OWNER may, within seven days after receipt, return to the CM for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic payment estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic payment estimate received on a Saturday shall be the first working day thereafter.

All periodic payment estimates shall be submitted to THE OWNER as provided herein, and the date of receipt by THE OWNER or its designee shall be marked on the payment estimate. All periodic estimates shall be based on the Schedule of Values and shall be submitted in form satisfactory to the Designer and the Project Manager.

6. Termination for Failure to Complete Punchlist

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

7. Payment of Subcontractors (M.G.L. c. 30, s. 39F).

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

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

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the Plans and Specifications, the entire balance due under the subcontract less amounts retained by THE OWNER as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Awarding Authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the Awarding

Authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the Awarding Authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor; and the Awarding Authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the Awarding Authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the Awarding Authority shall act upon the demand as provided in this section.

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

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

(f) The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (5) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account,

including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest bearing account or accounts in a bank pursuant to subparagraph (6) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the General contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Awarding Authority to the general contractor to the extent of such payment.

(h) The Awarding Authority shall deduct from payments to a General contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (1), the subcontractor may demand direct payment by following the procedure in subparagraph (4) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the Awarding Authority shall proceed as provided in subparagraph (e), (f), (g) and (h)."

(2) Any assignment by a subcontractor of the rights under this section to a surety company furnishing a bond under the provisions of section twenty-nine of chapter one hundred forty-nine shall be invalid. The assignment and subrogation rights of the surety to amounts included in a demand for direct payment which are in the possession of the Awarding Authority or which are on deposit pursuant to subparagraph (6) shall be subordinate to the rights of all subcontractors who are entitled to be paid under this section and who have not been paid in full.

(3) "subcontractor" as used in this section (1) for contracts awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall mean a person who files a sub-bid and received a subcontract as a result of that filed sub-bid or who is approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, (ii) for contracts awarded as provided in paragraph (1) of section thirty-nine M of chapter thirty shall mean a person approved by the Awarding Authority in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the general contractor, and (iii) for contracts with the commonwealth not awarded as provided in sections forty-four A to forty-four L, inclusive, of chapter one hundred forty-nine shall also mean a person contracting with the general contractor to supply materials used or employed in a public works project for a price in excess of five thousand dollars.

(4) A general contractor or a subcontractor shall enforce a claim to any portion of the amount of a demand for direct payment deposit as provided in subparagraph (6) by a petition in equity in the superior court against the other and the bank shall not be a necessary party. A subcontractor shall enforce a claim for direct payment or a right to require a deposit as provided in subparagraph (6) by a petition in equity in the superior

court against the Awarding Authority and the general contractor shall not be a necessary party. Upon motion of any party the court shall advance for speedy trial any petition filed as provided in this paragraph. Sections fifty-nine and fifty-nine B of chapter two hundred thirty-one shall apply to such petitions. The court shall enter an interlocutory decree upon which execution shall issue for any part of a claim found due pursuant to sections fifty-nine and fifty-nine B and, upon motion of any party, shall advance for speedy trial the petition to collect the remainder of the claim. Any party aggrieved by such interlocutory decree shall have the right to appeal therefrom as from a final decree. The court shall not consolidate for trial the petition of any subcontractor with the petition of one or more subcontractors or the same general Contract unless the court finds that a substantial portion of the evidence of the same events during the course of construction (other than the fact that the claims sought to be consolidated arise under the same general contract) is applicable to the petitions sought to be consolidated and that such consolidation will prevent unnecessary duplication of evidence. A decree in any such proceeding shall not include interest on the disputed amount deposited in excess of the interest earned for the period of any such deposit. No person except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the Awarding Authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the Awarding Authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (5) and in subparagraph (6).

(5) In any petition to collect any claim for which a subcontractor has filed a demand for direct payment the court shall, upon motion of the general contractor, reduce by the amount of any deposit of a disputed amount by the Awarding Authority as provided in part (iii) of subparagraph (5) and in subparagraph (6) any amount held under a trustee writ or pursuant to a restraining order or injunction.”

8. Final Payment; Release of Claims by CM.

Upon Final Acceptance of the Work the CM shall be entitled to payment of the balance of the Contract Price. Final payment shall be as provided in this Article above and in accordance with any process set forth in the Contract Documents. The CM agrees to execute a Certificate of Final Inspection, Release (with CM’s own exceptions listed thereon) and Acceptance as a condition precedent to Final Payment. The acceptance by the CM of the Final Payment made as aforesaid, or the execution of the Certificate of Final Acceptance by the CM, shall constitute a release of the Owner, the Designer, the Project Manager and every member and agent of any of them, from all claims of and liability to the CM for anything done or furnished for or relating to the Work, or for any act or neglect of the Owner, the Designer, the Project Manager, or of any person relating to or affecting the Work, except the claim against the Owner for the remainder, if any there be, of the amounts claimed to be due. Final Acceptance shall not relieve CM of the requirements of any of the provisions of this Contract, to the extent that the same are intended to survive Final Acceptance.

ARTICLE IX. GUARANTEES AND WARRANTIES

1. General Warranty.

If at any time during the period of one (1) year from the date the Owner accepts the Work as Substantially Complete, any part of such Work shall in the reasonable opinion of THE OWNER be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, THE OWNER shall notify the CM in writing to make the required repairs or replacements and repair such damage. If the CM shall neglect to commence such repairs or replacements to the satisfaction of THE OWNER within ten

(10) days from the date of the giving of such notice, then THE OWNER may employ other persons to make the same. In the case of an emergency, the Owner may direct the CM to perform guaranty work in a shorter period of time and the Owner may undertake any immediate actions and incur reasonable costs to preserve the safety of the building or its occupants. The CM agrees, upon demand, to pay to THE OWNER all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the CM shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warranties.

A. The CM's obligation to correct Work as set forth in paragraph 1 above is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various sections of the Specifications.

B. Guarantees and warranties required in the various sections of the Specifications must be delivered to the Designer before final payment to the CM may be made, or in the case of guarantees and warranties which originate with a subcontractor's section of the Work, before final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.

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

D. The warranty period for all equipment will not begin until issuance of "The Certificate of Substantial Completion" by the project Designers regardless of any start-up, commissioning or testing work that may occur prior to that date. If the CM elects to use permanent equipment to power, heat, ventilate the building prior to issuance of the Certificate of Substantial equipment the CM and/or subcontractors will need to: 1) Seek the owners written permission to do so and 2) Assure that all such equipment is properly warranted for period specified form the date of issuance of the Certificate of Substantial Completion. 3) The CM and /or subcontractors will be required to provide all labor and material to assure the equipment is "Like New" including but not limited to cleaning and changing of filters, belts, lubricants and other items that are subject to wear and tear.

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.

1. CM to be Informed.

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

2. Compliance with all Laws.

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

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

B. Veterans Preference. In the employment of mechanics and apprentices, teamsters, chauffeurs, and laborers in the performance of Work in the Commonwealth, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment and who are veterans as defined M.G.L. c.4, s.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.

C. Prevailing Wages. The CM shall comply with M.G.L. c. 149, s. 26- 27H. The prevailing wage schedule is found in Exhibit 3 to the Owner-CM Agreement, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. THE OWNER is not responsible for any errors, omissions, or misprints in the said schedule. Such Schedule shall continue to be the minimum rate wages payable to workers employed in the Work throughout the term of this Contract, subject to the exceptions provided in M.G.L c.149, s. 26-27H. The CM shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The CM shall cause a copy of said Schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the CM, they shall be paid the prevailing wage of regular police officers. (See M.G.L c.149, s.34B).

D. Payroll Records and Statement of Compliance. The CM shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on the a project for which the prevailing wage rates have been provided. The CM and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The CM shall, and shall cause its Subcontractors to, submit weekly copies of their weekly payroll records to THE OWNER. In addition, the CM and each Subcontractor shall furnish to the Executive Department of Labor within fifteen days after completion of its portion of the Work a signed statement in the form required by THE OWNER.

STATEMENT OF COMPLIANCE

I, _____ (Name of Signatory Party), _____ (Title), do hereby state that I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____ (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 G.L.c. 149, §26 and 27.

Signature: _____

Title: _____

The above mentioned copies of payroll records and statement of compliance shall be available for inspection by any interested party filing a written request to the Contractor for such inspections (G.L.c. 149, §27B).

E. Vehicle operators. If the Director of the Department of Labor and Workforce Development has established a Schedule of wage rates to be paid to the operators of trucks, vehicles or equipment for the Work, the CM shall be obligated to pay such operators at least the minimum wage rate contained on such Schedule. (See M.G.L. c.149, s.26-27H).

F. Eight Hour Day. The CM shall comply with M.G.L. c. 149, s. 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the CM, subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight

hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

G. Timely Payment of Wages. The CM shall comply with, and shall cause its Subcontractors to comply with M.G.L. c. 149, s. 148 which requires the weekly or biweekly payment of employees within six days of the end of the pay period during which wages were earned if employed for five or six days of a calendar week, and within other periods of time under certain circumstances as set forth therein.

H. Lodging, etc. The CM shall comply with, and shall cause its Subcontractors to comply with, M.G.L. c. 149, s. 25 which provides that every employee under this Contract shall lodge, board and trade where and with whom he elects, and neither the CM nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

I. Truck Rates. The use by the CM of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State or Federal government which may be authorized by law to set rates or otherwise regulate the use of such vehicles. The CM expressly assumes the risk of any additional expense that may arise by reason of any change in such minimum rates and charges, and rules and regulations, and shall be entitled to no additional compensation or reimbursement by reason thereof.

ARTICLE XI: CM'S ACCOUNTING METHOD REQUIREMENTS (M.G.L. c. 30, s. 39R)

1. Definitions.

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

--"Contractor" means the CM.

--"Contract" means any Contract awarded, which is for an amount or estimated amount greater than one hundred thousand dollars.

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

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

--"Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons, or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

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

2. Record Keeping.

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

B. Until the expiration of six years after final payment, the Inspector General, THE OWNER, and THE OWNER shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors. Any request for a change in the provisions of this Contract submitted by the CM must be made in writing and in accordance with the provisions of this Contract.

C. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with THE OWNER including the date of the change and reasons therefor, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes.

D. The Contractor represents that it has, prior to the execution of the Contract, filed a statement of management on internal accounting controls as set forth in Section 3 below.

E. The Contractor represents that it has, prior to the execution of the Contract, filed an audited financial statement for the most recent completed fiscal year as set forth in section 4 below and will continue to file such statement annually during the term of the Contract.

3. Statement of Management Controls.

A. The Contractor shall file with THE OWNER a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:

- (1) transactions are executed in accordance with management's general and specific authorization;
- (2) transactions are recorded as necessary to: (a) to permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets;
- (3) access to assets is permitted only in accordance with management's general or specific authorization; and
- (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

B. The Contractor shall file with THE OWNER a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:

- (1) whether the representations of management in response to subparagraph 3 above are consistent with the results of management's evaluation of the system of internal accounting controls; and
- (2) whether such representations of management are reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statement.

4. Annual Financial Statement.

A. Every Contractor awarded a contract shall annually file with THE OWNER during the term of the Contract a financial statement prepared by an independent certified public accountant on the basis of an audit by such accountant. The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report.

B. The office of Inspector General and THE OWNER shall have the right to enforce the provisions of this Article. A Contractor's failure to satisfy any of the requirements of this section may be grounds for debarment pursuant to M.G.L. c. 149, s. 44C.

5. Bid Pricing Materials.

The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the bid or other cost quotations that are presented by the induced THE OWNER to enter into this Contract (the "Bid Pricing Materials") and to establish the Guaranteed Maximum Price for the Project.

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

This Contract includes all provisions of the "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program" appearing in Appendix A to these General Conditions of the Contract attached hereto and incorporated herein by reference.

ARTICLE XIII: GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES

This Contract includes all provisions of THE OWNER's program relating to Goals for Participation by Minority Business Enterprises and Women Business Enterprises attached appearing in Appendix B to these General Conditions of the Contract attached hereto and incorporated herein by reference.

ARTICLE XIV: INSURANCE REQUIREMENTS

1. Insurance Generally.

A. The CM shall take out and maintain the insurance coverages listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the CM's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.

B. All policies shall be written on an occurrence basis and be issued by companies authorized to write that type of insurance under the laws of the Commonwealth and rated in Best's Insurance Guide (or any successor thereto or replacement thereof) as having a general policy holder rating of "A-" or better and a financial rating of at least "9" or otherwise acceptable to THE OWNER.

C. CM shall submit three originals of each certificate of insurance, acceptable to THE OWNER, simultaneously with the execution of this Contract. Certificates shall show THE OWNER, the Designer and the Project Manager, and the Massachusetts School Building Authority as additional insureds as to all policies issued hereunder, except for Workmen's Compensation Insurance. The Massachusetts School Building Authority shall be first payable in the event of a loss under the insurance policies maintained by the CM under this Article XIV. The CM shall state that CM has paid all premiums and that none of the coverages shall

be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to THE OWNER. Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that THE OWNER shall at all times possess certificates indicating current coverage. Certificates shall indicate that the contractual liability coverage, and Contractor's Protective Liability coverage is in force. Certificates shall include specific acknowledgment that the following coverages are included in the policies:

- Contractual liability
- Contractor's protective
- Additional insured by form CG2010 (11/85 ed.) or equivalent, to the general liability
- Additional insured to automobile liability, umbrella liability, and pollution liability
- General Liability is endorsed with CG2404, Waiver of Subrogation, in favor of the Owner

D. The CM shall file one certified copy of all policies with THE OWNER within sixty days after Contract award. If THE OWNER or the Owner is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to THE OWNER at least thirty days prior to the effective date thereof, which shall be expressed in said notice

2. CM's Commercial General Liability.

A. The CM shall provide the following minimum general liability coverage with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage:

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

B. This policy shall include coverage relating to explosion, collapse, and underground property damage.

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion.

E. This policy shall include endorsement CG2010 (10/85 edition), *Owner as Additional Insured* and CG2404 (11/85 edition) *Waiver of Subrogation in Favor of Owner*.

3. Vehicle Liability.

A. The CM shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles, unless a higher coverage is specified in Exhibit A to the Owner-CM Agreement, in which case the CM shall provide the additional coverage:

Combined Single Limit	\$1,000,000
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B. The policy shall include a CA9948 Pollution Endorsement and shall name the Owner as an Additional Insured.

4. Pollution Liability.

The CM shall provide coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement,

tank removal, removal of contaminated soil, etc. The Owner shall be named as an additional insured and coverage must be on an occurrence basis. The amount of coverage for injuries to persons shall be \$1,000,000 per occurrence and \$32,000,000 in the aggregate and damage to property shall be \$2,000,000.

5. Worker's Compensation.

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

Worker's Compensation

Part One Provide Statutory Minimum
Employer's Liability \$1,000,000 each accident
Part Two \$ 500,000 disease per employee
\$ 500,000 disease policy aggregate

6. Builders Risk Property Coverage:

The Owner shall maintain Builders Risk Property Insurance for the full insurable value (completed value) of the Project, until such time as the Owner assumes full use and occupancy of the Project. Said coverage shall include "all risks" coverage, including theft, flood and earthquake. Any exclusions or limitations must be enumerated and are subject to acceptant or rejection by the Owner.

7. Boiler and Machinery Insurance:

The CM shall purchase and maintain boiler and machinery insurance which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, CM, Subcontractors and Sub-subcontractors in the Work, and the Owner and the CM shall be named insureds.

8. Umbrella or Excess Liability Coverage.

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 6 of this Article in the following amount:

Umbrella Coverage: \$20,000,000

9. Additional types of Insurance and Deductibles.

The CM shall provide such other types of insurance as may be required by the Owner-CM Agreement. If the policies required herein contain deductible amounts, the CM shall be responsible for such deductible amounts, unless THE OWNER specifically provides a written waiver to the CM.

10. Waivers of Subrogation.

The Owner and CM waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, and (2) the Designer, Designer's consultants, the Owner's Project Manager, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by Builders Risk Property insurance obtained pursuant to this Article, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the CM or the Owner as fiduciary.

ARTICLE XV: INDEMNIFICATION

1. Generally.

Indemnification. To the fullest extent permitted by law, the CM shall indemnify, defend (with counsel subject to the supervision of the Town) and hold harmless the Owner, Designer, the Project Manager and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys' fees, rising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from:

- labor performed or furnished and/or materials used or employed in the performance of the Work;
- violations by CM, any Subcontractor, or by any person directly or indirectly employed or used by any of them in the performance of the Work or any one for whose acts any of them may be liable (CM, subcontractor and all such persons herein collectively called 'CM:~ Personnel') of any Laws;
- violations of any provision of this Contract by any of CM's Personnel;
- injuries to any persons or damage to any property in connection with the Work;
- any act, omission, or neglect of CM's Personnel.

The CM shall be obligated as provided above, regardless of whether or not such claims, damages, losses and/or expenses, are caused in whole or in part by the actions or inactions of a party indemnified hereunder. In any and all claims by CM's Personnel against parties indemnified hereunder, the CM's indemnification obligation set forth above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CM or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article XV.

2. CM's Indemnification of MASS WORKS

To the fullest extent permitted by law, the CM and its contractors and subcontractors hereby agree to indemnify, defend and hold harmless, the Mass Works and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Authority arising out of or resulting from the performance or nonperformance of the work performed by the CM, or its contractors and subcontractors, provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are alleged to be caused in whole, or in part, by an act or omission of any of the CM, contractors, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

3. Asbestos Abatement Subcontractor Indemnification

The CM shall obtain an indemnification agreement from the Asbestos Abatement Subcontractor that provides as follows: The Asbestos Abatement subcontractor shall assume full responsibility and liability for the compliance with all applicable Federal, State and local regulations pertaining to work practices, hauling and disposal of asbestos-containing material and protection of workers and visitors to the site, and persons occupying areas adjacent to the site. The CM shall hold the Owner and the Architect harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees or his subcontractors.

4. Designer's Actions.

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

5. Survival.

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

ARTICLE XVI: PERFORMANCE AND PAYMENT BONDS

1. CM Bonds.

A. The CM shall provide performance and payment (labor and materials) bonds in the form attached, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the GMP.

B. If at any time prior to final payment to the CM, the Surety:
-is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
-has liquidated all assets and/or has made a general assignment for the benefit of its creditors;
-is placed in receivership;
-otherwise petitions a state or federal court for protection from its creditors; or
-allows its license to do business in Massachusetts to lapse or be revoked;
then the CM shall, within 21 days of any such action listed above, provide THE OWNER with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the CM's expense.

2. Subcontractor Bonds.

A. Trade Contractors shall provide payment and performance bonds to the CM and the Subcontractors shall include the premiums for those bonds in their Sub-Trade Bids.

B. If the CM requires subcontractors other than Trade Contractors to provide the CM with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the CM.

C. Irrespective of whether the CM requests payment and performance bonds from their respective Subcontractors, the CM understands that if the Subcontractor defaults or is terminated, the CM shall have full responsibility for all costs and expenses related to said default or termination.\

3. Cost of Bond Premiums.

The costs of bond premiums for bonds provided by the CM, Trade Contractors and subcontractors shall be considered Costs of the Work.

ARTICLE XVII: TERMINATION OF CONTRACT

1. Termination for Cause.

A. THE OWNER may without prejudice to any other right or remedy terminate this Contract for cause if any of the following defaults shall occur and not be cured within seven (7) days after the giving of written notice thereof by the Owner to the CM:

- (1) The CM has filed a petition, or a petition has been filed against the CM with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the CM without its consent and is not dismissed within sixty (60) days; or if the CM is generally not paying its debts as they become due; or if the CM becomes insolvent; or if the CM consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the CM or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the CM makes an assignment for the benefit of creditors;
- (2) The CM refuses or fails, except in cases for which extension of time is provided under this Contract, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Owner has determined that the rate of progress required for the timely completion of the Work is not being met;
- (3) The CM fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
- (4) All or a part of the Work has been abandoned;
- (5) The CM has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
- (6) The CM has failed to comply with Laws;
- (7) The CM fails to maintain, or provide to Office evidence of the insurance or bonds required by this Contract, or
- (8) The CM has failed to perform the Work or any portion thereof as required by this Contract or has otherwise breached any material provision of this Contract.

B. THE OWNER shall give the CM written notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, THE OWNER may, at its option:

- (1) hold the CM and its sureties liable in damages for a breach of Contract;
- (2) notify the CM to discontinue all work, or any part thereof, and the CM shall discontinue all work, or any part thereof, as the Owner may designate;
- (3) complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the CM;
- (4) require the surety or sureties to complete the Work and perform all of the CM's obligations under this Contract.
- (5) take such other lawful action as is deemed by THE OWNER to be in its best interest.

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

C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the Designer's and Project Manager's extra services required, as reasonably determined by THE OWNER, to successfully inspect and administer the construction through final completion of the Work.

D. Expenses charged under paragraph B above may be deducted and paid by THE OWNER out of any moneys then due or to become due the CM under this Contract.

E. All sums, damages, and expenses incurred by the Owner to complete the Work shall be charged to the CM. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the CM, the CM shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the CM shall pay the amount of the excess to the Owner.

2. Termination For Convenience.

A. THE OWNER may terminate this Contract for convenience even though the CM is not in default by giving notice to the CM specifying in said notice the date of termination.

B. In case of such termination without cause, the CM shall be paid:

(1) all sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which THE OWNER determines is necessary to correct or complete the Work performed to the date of termination; plus (2) a reasonable sum to cover the expenses which CM would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, and termination fees payable to Subcontractors.

C. Lost profits shall not be payable. The payment provided in paragraph B above shall be considered to fully compensate the CM for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination.

3. CM's Duties Upon Termination For Convenience.

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

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. Written Approval of Assignment by CM.

The CM shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of THE OWNER and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or CM's claims hereunder, except with the written consent of THE OWNER, whether said assignment is made before, at the time of, or after the execution of the Contract. The CM shall remain responsible for satisfactory performance of all Work sublet or assigned complying with all applicable requirements of the Contract.

2. Certificate of Appropriation.

This paragraph applies to contracts for construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work by any city or town costing more than the amount set forth in M.G.L. c.44, § 31C.

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

3. Claims by Others Not Valid.

No person other than the CM and the surety on any bond given pursuant to the terms of this Contract shall acquire any interest in this Contract or any claim against THE OWNER hereunder, and no claim by any other person against Owner shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

4. No Personal Liability of Public Officials.

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

5. Severability.

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

6. Choice of Laws.

This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. No Waiver of Subsequent Breach.

CM Initials

Owner Initials

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

8. Remedies Cumulative.

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

9. Notices.

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

10. Interpretation of Contract – Cost of Work.

(A) Wherever these General Conditions or the Agreement for Construction Manager at Risk Services uses words to the effect that the CM shall be responsible for incurring costs on the Project, it is understood that, except where the language used otherwise indicates, such costs shall be considered a Cost of Work under Paragraph 7.1 of the Agreement for Construction Manager at Risk Services, unless they fall within Non-Compensable Costs described in Paragraph 7.3 of said Agreement.

(B) Likewise, wherever the General Conditions or the Agreement for Construction Manager at Risk Services uses words to the effect that the Owner may assess costs against the CM, it is understood that such assessment shall ordinarily take the form of a credit change order that reduces the GMP, except where the language used otherwise indicates.

APPENDIX A to the General Conditions of the Contract

The following provisions are included in the General Conditions of the Contract between THE OWNER and the Construction Manager.

EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

1. Compliance Generally

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

2. Non-Discrimination and Affirmative Action

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, sexual orientation, 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. The Contractor shall comply with the provisions of M.G.L. c. 151B and all other applicable anti-discrimination and equal opportunity laws.

B. The Contractor shall comply with the provisions of Executive Order No. 246 entitled Revoking and Superseding Executive Orders Numbers 143 and 150, with respect to affirmative action programs for handicapped individuals, which is herein incorporated by reference and made a part of this Contract.

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

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

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

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

3. Liaison Committee, Reports and Records

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

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

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

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

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

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

4. Sanctions

A. Whenever the Awarding Authority, the Commission, or the Liaison Committee believes the Contractor or any Subcontractor may not be operating in compliance with the terms of this Article, the Commission shall directly, or through its designated agent, conduct an

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

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

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

C. Sanctions recommended by the Commission and enumerated under Section A above shall not be imposed by the Awarding Authority except after an adjudicatory proceeding, as that term is used in M.G.L. c. 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

D. Notwithstanding the provisions of 4A-4C above, if the Awarding Authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of this Article, it may suspend any payment or portion thereof due under the Contract until the contractor demonstrates to the satisfaction of the Awarding Authority compliance with the terms of this Article. This temporary suspension of payments by the Awarding Authority is separate from the sanctions set forth in Section 4A-4C of this Article above, which are determined by MCAD and recommend to the Awarding Authority. Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the Awarding Authority, and the Awarding Authority has concluded upon review of all the evidence that such penalty is justified. Payment shall not be suspended if the Awarding Authority finds that the Contractor made its best efforts to comply with this

Article, or that some other justifiable reason exists for waiving the provisions of this Article in whole or in part.

APPENDIX B to the General Conditions of the Contract

The following provisions are included in the General Conditions of the Contract between THE OWNER and the Construction Manager.

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES M.G.L. c. 7, s. 40N

1. MBE and WBE Program

A. The MBE and WBE participation goals for this Contract are as set forth in the Request for Proposals for Construction Management Services and in the Owner-Construction Manager Agreement.

The Minority Business Enterprise participation goal is 7.4 % of the GMP
The Women Business Enterprise participation goal is 4.0% of the GMP
MASS WORKS combined goal of 10.4%

By submitting a proposal the Offeror agrees that if selected as the Construction Manager it will meet or exceed these participation goals. All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under the proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

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

C. A minority owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the State Office of Minority and Women Business Assistance (“SOMWBA”).

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

E. Certification as a disadvantaged business enterprise (“DBE”), certification as an MBE/WBE by any agency other than SOMWBA, or submission of an application to SOMWBA for certification as an MBE/WBE shall not confer MBE/WBE status on a firm for the purposes of this Contract.

2. Waiver Prior to RFP Submission

A. THE OWNER reserves the right to reduce or waive the MBE or WBE participation goals established for this Contract upon written request made by an Offeror submitting a proposal to provide Construction Management Services within the time frame set forth in Section 2.B. below. Such written request must demonstrate to the satisfaction of THE OWNER that it is not feasible for a non-MBE or non-WBE Offeror to meet the goals established for this Contract based upon any or all of the following: (i) actual MBE/WBE availability, (ii) the geographic location of the project to the extent related to MBE/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to MBE/WBEs and/or (v) other relevant factors, including a documented inability by the Offeror to identify MBE/WBE subcontractors sufficient to meet the MBE/WBE goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the Proposer’s request for a reduction or waiver of the MBE/WBE participation goals.

B. Requests to waive the MBE/WBE participation goals for this Contract must be addressed to THE OWNER and be received no later than fourteen (14) calendar days before the date set for the receipt of proposals.

. Any reduction or waiver of the MBE/WBE participation goals for this Contract will be made by written addendum mailed to all firms pre-qualified to submit proposals for the Project.

3. Trade Contractor Bids

Trade Contractors in the 18 categories of work as set forth in the Procedures for Award of Subcontracts are not required to submit a Schedule of MBE/WBE Participation with their bids. A Trade Contractor may, at its option, submit a Letter of Intent with its bid if it is a SOMWBA certified MBE/WBE. If a Trade Contractor intends to sub-subcontract work to a SOMWBA certified MBE/WBE, and the Trade Contractor wishes that sub-subcontract to be credited toward the participation goals for this Contract, the Trade Contractor should submit a Letter of Intent from that MBE/WBE with its Bid. A Trade Contractor can subcontract out any portion of its work to MBE/WBEs unless such work is designated as work specifically not to be sub-sub-contracted out.

4. MBE/WBE Participation Schedule

A. The Construction Manager shall submit the following documents to the THE OWNER as subcontractors are selected, and at each phase of the subcontractor selection process: i) A properly completed and updated Schedule for Participation by Minority/Women Business Enterprises showing MBE/WBE participation in an amount equal to or exceeding the MBE/WBE participation goals for this contract; and ii) A properly completed Letter of Intent in the form provided by THE OWNER for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises; and iii) A current SOMBWA certification letter for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises.

B. Each Letter of Intent shall identify and describe the work to be performed by the named MBE/WBE (the “MBE/WBE Work”) with enough specificity to permit THE OWNER to identify the particular items of contract work that the MBE/WBE will perform for MBE/WBE participation credit. THE OWNER reserves the right to reject any Letter of Intent if the price to be paid for the MBE/WBE work does not bear a reasonable relationship to the value of such work under the contract as determined by THE OWNER.

C. Within five (5) business days after receipt of the Schedule For Participation by Minority/Women Business Enterprises, Letters of Intent, and SOMWBA certification letters, THE OWNER shall review and either approve or disapprove the Construction Manager’s submissions. IF THE CONSTRUCTION MANAGER HAS NOT SUBMITTED AN APPROPRIATE FINAL SCHEDULE FOR PARTICIPATION BY MINORITY/WOMEN BUSINESS ENTERPRISES AND APPROPRIATE LETTERS OF INTENT AND SOMWBA CERTIFICATION LETTERS THAT HAVE BEEN APPROVED BY THE OWNER ESTABLISHING THAT THE MBE/WBE PARTICIPATION GOAL FOR THE PROJECT WILL BE MET, THE CONSTRUCTION MANAGER MAY BE CONSIDERED INELIGIBLE FOR AWARD OF THE CONSTRUCTION PHASE CONTRACT and THE OWNER may award the contract to the next most advantageous proposer, subject to said proposer’s compliance with these conditions or the CONSTRUCTION MANAGER MAY BE CONSIDERED IN BREACH OF THE CONTRACT.

5. MBE/WBE Participation Credit.

A. If the Construction Manager is itself an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the entire Contract Price. If the Construction Manager is not an MBE or WBE, then MBE or WBE participation credit will be given for

the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

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

(1) If the joint venture is certified by SOMBWA as an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the portion of the Contract Price.

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

C. If an MBE/WBE supplies but does not install equipment or materials, MBE or WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. MBE or WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, MBE or WBE participation credit shall be given for 10% of the purchase order.

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

6. MBE/WBE Subcontracts

Within thirty (30) days after the award of each subcontract, the Construction Manager shall furnish the THE OWNER Compliance Office with a signed copy of the subcontract and sub-subcontract for each MBE/WBE Subcontractor listed on the Construction Manager's Schedule of Participation and cause each of its Subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor and provide copies of the sub-subcontracts to THE OWNER's Compliance Office.

7. Performance of Contract Work by MBE/WBEs

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

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

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

8. Notification of Changes in MBE/WBE Work

A. If after approval of a Final Schedule for Participation of Minority/Women Business Enterprises and the commencement of construction work under the Contract the Construction Manager determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WMBE Work, or that the Construction Manager will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Construction Manager shall immediately notify the THE OWNER in writing of such circumstances.

B. Any notice of a change in MBE/WBE Work pursuant to subparagraph “A” above shall include a revised Schedule for Participation by Minority/Women Business Enterprises, and additional or amended Letters of Intent and subcontracts.

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

A. If for any reason, the Construction Manager believes that it shall be unable to meet the MBE/WBE participation goals for this Contract the Construction Manager shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:

(1) The Construction Manager shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting or sub-subcontracting to MBE/WBEs. The Construction Manager shall send a list of such items of work to THE OWNER, together with a list of the remaining items of the Work that was not made available to MBE/WBEs and the reason for not making such work available for subcontracting or sub-subcontracting to MBE/WBEs.

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

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

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

(5) The Construction Manager shall provide THE OWNER with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE that submitted a proposal.

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

B. If the Construction Manager is unable to meet the MBE/WBE participation goals for this Contract because there is a change or reduction in MBE/WBE and after complying fully with each of the requirements of paragraph “A” above, and the Construction Manager is otherwise in full compliance with the terms of this Article, THE OWNER may reduce the

CM Initials

Owner Initials

MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

10. Suspension of Payment and/or Performance for Noncompliance

A. If at any time during the performance of this Contract, THE OWNER determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Construction Manager failing to meet the MBE/ WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by THE OWNER, and (2) the Construction Manager has failed to comply fully with all of the terms and conditions of paragraphs 1 through 9 above, THE OWNER may:

(1) Suspend payment to the Construction Manager of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Construction Manager's Schedule for Participation by Minority/Women Business Enterprises but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 11, and/or

(2) Suspend the Construction Manager's performance of this Contract in whole or in part.

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

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

11. Liquidated Damages; Termination

A. If payment by THE OWNER or performance by the Construction Manager is suspended by THE OWNER as provided in paragraph 10 above, THE OWNER shall have the following rights and remedies if the Construction Manager thereafter fails to take all action necessary to bring the Construction Manager into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Construction Manager is no longer susceptible to cure, if the Construction Manager fails to take such other action as may be required by THE OWNER to meet the MBE/WBE participation goals set forth in this Contract:

(1) THE OWNER may terminate this Contract, and/or

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

B. Before exercising its rights and remedies hereunder, THE OWNER may, but THE OWNER shall not be obligated to, give the Construction Manager and any other interested party another opportunity to present evidence to THE OWNER that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. THE OWNER may invite SOMWBA and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

12. Reporting Requirements

The Construction Manager shall submit to THE OWNER all information or documentation that is necessary in the judgment of THE OWNER to ascertain whether or not the Construction Manager has complied with any of the provisions of this Article.

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

THE OWNER reserves the right to waive any provision or requirement of this Article if THE OWNER determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by THE OWNER. No other action or inaction by THE OWNER shall be construed as a waiver of any provision of this Article.

APPENDIX C to the General Conditions of the Contract

PROCEDURES FOR AWARD OF SUBCONTRACTS

Pursuant to M.G.L. c.149 A, the Owner is required to develop a process consistent with legal requirements for the selection of subcontractors for construction manager at risk projects. This process is described in these Procedures for Award of Subcontracts (the "Procedures"). The Procedures are divided into three parts. The first part describes the prequalification and procurement of "Trade Contractors", which, for the purposes of the Procedures, shall mean the subcontractors performing work in trade categories covered by Section 44F of Chapter 149. The second part describes the prequalification and procurement of all subcontractors that are not Trade Contractors. The third part addresses additional procurement matters.

For the purposes of the Procedures, the term Project shall mean the specific construction project to which the Procedures are being applied; the term CM shall mean the construction manager at risk selected by the Owner to construct the Project; the term Designer shall mean the firm (and its subconsultants) selected by THE OWNER to design; the term Project Manager shall refer to the firm serving as Project Manager on the project; and the term Applicant shall mean any firm that submits a response pursuant to the Procedures.

I. Trade Contractors

1. Applicability of Procedures

1.1 Subcontracts Subject to Trade Contract Procedures. The procedures set forth in Sections 2 and 3 below shall govern the award of subcontracts by the CM for the furnishing of labor, materials, and equipment in the performance of the categories of work listed below whenever the estimated construction cost of such category of work exceeds \$20,000:

- a. Roofing and Flashing;
- b. Metal windows;
- c. Waterproofing, Dampproofing and Caulking;
- d. Miscellaneous and Ornamental Iron;
- e. Lathing and Plastering;
- f. Acoustical Tile;
- g. Marble;
- h. Tile;
- i. Terrazzo;
- j. Resilient Floors;
- k. Glass and Glazing;
- l. Painting;
- m. Plumbing;
- n. Heating, Ventilating, and Air-Conditioning;
- o. Electrical work;
- p. Elevators;
- q. Masonry work; and
- r. Any other categories of work selected by Office for designation as Trade Contract work.

The subcontractors performing these trades are referred to throughout the Contract Documents as "Trade Contractor(s)." Contracts for work in these categories of work where the estimated cost of such work exceeds \$20,000 are referred to as "trade contracts."

2. Qualification of Trade Contractors

2.1 Prequalification Committee. Owner shall establish a prequalification committee ("the Prequalification Committee") consisting of four members. The members shall be appointed by the Pittsfield School Building Committee. They shall include two representatives of THE OWNER, a representative of the Designer, and a representative of the CM. The Prequalification Committee shall conduct the prequalification of trade contractors as set forth in Sections 2 and 3 of the Procedures. The CM will provide assistance to the Prequalification Committee in the exercise of its responsibilities under the Procedures, including assistance from CM staff.

If the CM proposes to perform Trade Subcontract work or other Subcontract Work with its own forces, the CM's representative on the Prequalification Committee shall abstain from participation in any review of the CM's own proposal.

Three members of the Prequalification Committee shall constitute a quorum for the purposes of conducting the Prequalification Committee's official business.

2.2 Request for Qualifications. THE OWNER shall issue a request for qualifications ("RFQ") for each category of work listed in Section 1.1 if such work is required on the Project. The RFQ shall be placed on the Comm-PASS web site; advertised in a newspaper of general circulation in the area of the Project and in the *Central Register* established under Massachusetts General Laws, Chapter 9, Section 20, and in such additional media as THE OWNER and the Prequalification Committee may deem appropriate at least fourteen (14) calendar days before the deadline for Applicants to submit a response to the RFQ by submission of a Statement of Qualifications ("SOQ"). All interested Trade Contractors shall be eligible to respond to the RFQ and participate in the prequalification process. The CM firm may submit its qualifications to bid on trade contract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The RFQ shall be prepared by THE OWNER in a form consistent with the requirements of M.G.L. c. 149A and in consultation with the Prequalification Committee and the CM. The RFQ shall contain a form or forms (individually or collectively, THE OWNER "Statement of Qualifications" or "SOQ") requiring the information necessary for the Prequalification Committee to determine if the Applicant is qualified to perform the category of work for which it seeks prequalification on the Project. The RFQ shall include, at a minimum:

- a. the date, time, and place for submission;
- b. relevant information about the project and the bidding process;
- c. the specific criteria for trade contractor prequalification and selection;
- d. a statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit a bid; and
- e. that the responders' names are to be posted, but that there shall be no public opening of responses.

2.3 Prequalification Criteria. The Prequalification Committee shall evaluate the information submitted by each Applicant on its Statement of Qualifications, the results of reference checks performed by the Prequalification Committee and/or the CM, and any other information required or obtained by the Prequalification Committee. The following subparagraphs enumerate the legally required categories to be used by the Prequalification Committee in evaluating the Applicants, the subcategories of information within each category, and the specific point allocation required for prequalification within each category. Applicants must achieve an overall score of 70 or greater and must also achieve the minimum required points within each category in order to be deemed prequalified. Applicants that do not achieve both the minimum scores within each category and do not achieve an overall score of 70 or above shall not be deemed prequalified.

a. Management Experience (50 points, minimum of 25 required for approval)

- i) Business owners - The name, title, years with firm of the owner(s) of the business
- ii) Management personnel - The names, title, education and construction experience, years with firm, and list of projects completed by all management personnel.
- iii) Similar project experience - The project name(s), description, description of scope, original trade contract sum, final trade contract sum with explanation, and date completed of similar projects.
- iv) Terminations – A list of any projects on which the trade contractor was terminated or failed to complete the work.
- v) Lawsuits – A list of commercial lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. The lawsuits shall not include any actions that primarily involve personal injury or workers' compensation claims, or where the sole cause of action involves the trade contractor's exercise of its rights for direct payment under the law.
- vi) Safety record – The three-year history of the trade contractor's workers' compensation experience modifier.

b. References (30 points; minimum of 15 required for approval)

- i) Client references - for all projects listed in clause (iii) of Management experience above, including the project name, client's name, address, telephone and fax number, and contact person.
- ii) Credit references - .A minimum of five credit references, including telephone and fax number of contact person from key suppliers, vendors and banks.
- iii) Public project record – A list of all completed public building construction projects as defined in section 44A of chapter 149 during the past three years with client's name, address, telephone and fax number and contact person.

c. Capacity to Complete Projects – (20 points; minimum of 10 required for approval)

- i) Annual revenue for prior three fiscal years. There shall be no requirement for submission of financial statements.
- ii) Revenue under contract for next three fiscal years.

d. Commitment Letter – (mandatory no points assigned)

Mandatory commitment letters from surety companies or authorized agents stating that payment and performance bonds at 110% of the estimated trade contract value will be provided to the applicant if it is the successful bidder. The surety company providing the commitment letter must be licensed to do business in the Commonwealth and appear on the United States Treasury Department Circular 570.

e. Certificate of Eligibility – (mandatory, no points assigned)

All SOQs submitted after January 1, 2006 must include a certificate of eligibility from DCAM listing the Applicant as currently certified as a subcontractor in the scope of work for which the Applicant is submitting its SOQ.

f. Update Statement – (mandatory, no points assigned)

All SOQs submitted after January 1, 2006 must include a fully completed and current DCAM Update Statement prepared by the Applicant.

Applicants that are certified by the Massachusetts State Office of Minority and Women Business Enterprise (“SOMWBA”) as either a Minority Business Enterprise, a Women Business Enterprise or a Minority/Women Business Enterprise and provide documentation of current SOMWBA certification with their SOQ will have an additional 5 points added to their overall score.

If the Applicant is a joint venture, the Applicant must submit a copy of the joint venture agreement, signed by each member, and the joint venture agreement must clearly identify, for each member of the joint venture, such member’s proportionate share or interest in the financial or other benefits, risks or liabilities of the venture (“joint venture interest”). One member of the joint venture must have a joint venture interest greater than fifty (50) percent (“the Lead Venturer”). The requirements for prequalification in 2.3 a-f above shall be met by each member of the joint venture; and the bonding requirements of 2.3 d above shall be met by the Lead Venturer or by the joint venture as an entity. A joint venture prequalified by the Prequalification Committee must obtain a Certificate of Eligibility from THE OWNER prior to the time bids are filed and must submit the Joint Venture’s Certificate of Eligibility with its bid.

Joint ventures must be submitted for consideration by the Prequalification Committee. Following the deadline for submission of SOQs for a specific category of work, joint ventures for that category of work which were not submitted to the Prequalification Committee may not bid on that category of work, except that two firms both of whom were independently prequalified by the Prequalification Committee for that category of work, may form a joint venture to bid that category of work without further consideration by the Prequalification Committee provided the Joint Venture has been THE OWNER Certified prior to submitting its bid and submits the Joint Venture’s Certificate of Eligibility with its bid.

2.4 Deliberations of the Prequalification Committee. The Prequalification Committee shall consider each SOQ submitted based on the criteria set forth in Paragraph 2.3 above. The Prequalification Committee shall require that all mandatory submissions are submitted by the Applicant and apply a numerical scoring system, with both the minimum point scores for each category, and a score of 70 out of a possible 100 overall points, required to be prequalified. The Prequalification Committee shall prepare a written record of the evaluation of each Applicant.

The scoring system shall provide for the assigning of scores as follows. The Prequalification Committee shall first consider whether the Applicant has met the requirements of Subparagraphs d, e and f, bonding commitment letter, certificate of eligibility and update statement. If the Applicant has satisfied those criterion, it shall be awarded up to 100 points using the criteria listed above. Applicants that do not meet the requirements of Subparagraphs d, e and f shall not be presented to the Prequalification Committee for consideration.

Any Applicant that fails to achieve either an overall score of at least 70 or that fails to achieve the minimum required points within each category shall be deemed not to be prequalified for the category of work for which the Applicant sought prequalification. If it is determined at any time during the evaluation process, that an Applicant has willfully supplied materially false or misleading information in its application or otherwise, the Applicant may be eliminated from further consideration for prequalification for the Project and, in the discretion of the Owner, for any other projects requiring prequalification under these Procedures.

The decision of the Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. An Applicant firm's prequalification score shall be made available to that Applicant firm only and only upon request. An Applicant firm's score shall not be a public record as defined in M.G.L. c. 4, §7 and shall not be open to public inspection to the fullest extent possible under the law.

A list of the Applicants that have been determined by the Prequalification Committee to be prequalified and therefore eligible to bid shall be posted at the offices of THE OWNER listing the firms by trade categories. Applicants shall also be notified of the Prequalification Committee's determination on prequalification by mail at the address furnished by each Applicant.

The Prequalification Committee reserves the right to reopen the prequalification process for any category of work before it has completed its evaluation of firms that previously submitted SOQs and/or to hold multiple rounds of prequalification for any given category of work. In either case, any Applicant that has submitted a complete SOQ shall not be required to submit another one, although any Applicant not prequalified may elect to amend its SOQ prior to the latest deadline for submitting information for the trade contract for which the Applicant seeks to be prequalified.

No person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or Chapter 149, Section 44C, or disqualified pursuant to Chapter 7, Section 38D, or which has been debarred by the Federal Government shall be determined to be qualified to compete for a trade contract or any other contract or

subcontract to be issued on the Project. If any Applicant determined to be qualified to perform one or more trade contracts is subsequently suspended or debarred pursuant to such laws, the qualification of such Applicant shall be rescinded and such Applicant shall be notified of such action and eliminated from the list of prequalified bidders.

2.5 Determinations to Remain in Effect. The Prequalification Committee's determinations as to which Applicants are prequalified shall remain in effect, subject to the following provisions of this Section 2.5, for the duration of the Project. Upon receipt at any time of additional information deemed material and significant by the Prequalification Committee regarding a previously prequalified Applicant's qualifications or responsibility, including, but not limited to, compliance with any minimum prequalification requirements, the Prequalification Committee may determine, that the Applicant is not qualified to perform the applicable trade contract(s) for the Project. In such event, the Prequalification Committee shall notify the Applicant of its determination, and inform the Applicant of any information on which the Prequalification Committee's determination is based that was not furnished by the Applicant.

3. **Bidding**

3.1 Requests for Bids. A request for bids ("RFB") will be issued for each trade contract subject to Sections 2 and 3 of these Procedures. The RFB will only be issued to the Trade Contractors appearing on the list of prequalified Applicants for the applicable trade contract determined pursuant to Section 2 above. The RFB shall include at least the following attachments:

- a. the date, time and place for submission of responses to the request for bids. All Trade Contractor bids will be submitted and opened at THE OWNER's Bid Room;
- b. fully detailed drawings and specifications by class of work in accordance with paragraph (a) of Subsection 1 of Section 44F of Chapter 149 of the Massachusetts General Laws (i.e., separate specification sections for the trades listed in Paragraph 1.1 above) which shall provide for full competition for each item of material to be furnished under the contract as set forth under subsection (b) of M.G.L. c.30, §39M;
- c. a detailed definition of the Trade Contractor's scope of work, including alternates and unit price items, if any, within that scope of work;
- d. a project schedule indicating the planned sequence and duration of each trade contractor's work;
- e. list of the Trade Contractors prequalified for the work covered by the RFB;
- f. a Trade Contractor bid form, that shall require, without limitation, a listing of price, addenda, alternates and unit price items, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by sub-trade subcontractors within the trade; and the names of all sub-trade

subcontractors to be used if awarded the trade contract and each sub-trade contract sum; to the extent applicable, an identification by the Trade Contractor that it is a MBE or WBE or a list of the MBEs and/or WBEs proposed to be used by the Trade Contractor;

- g. an affidavit of tax compliance that must be executed by all bidders;
- h. an affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §§ 26 and 27 that must be executed by all bidders;
- i. a noncollusion affidavit that must be executed by all bidders;
- j. a requirement that a bidder post a 5% bid bond from a surety company licensed to do business in the Commonwealth and whose names appears on U.S. Treasury Department Circular 570; but the bid bond shall be returned to the bidder if the bidder is not selected as the Trade Contractor;
- k. a budget for the project, and the budget amount for the trade contract scope of work as provided in the project guaranteed maximum price, if available, or as provided in the most recent budget for the project;
- l. a requirement that a bidder submit a current Certificate of Eligibility issued by DCAM to the Trade Contractor showing that the Trade Contractor is certified for the trade category for which the bid is submitted.
- m. A requirement that a bidder submit a completed Update Statement with its bid; and
- n. a Trade Contractor agreement form as set forth in M.G.L. c. 149A, §8 (k).

The prequalified Trade Contractors shall submit bids in compliance with the requirements of the Request for Bids package.

3.2 Bid Opening, Award, Rejection and Negotiation of Bids. Bids shall be opened publicly by THE OWNER. Bids for each trade shall be: a) accepted only from firms appearing on the list of prequalified firms described in Paragraph 2.4 for such trade; b) submitted as set forth in the RFB, and c) opened publicly. Any bid which does not include the bid bond or affidavits required pursuant to law or any response in which the information requested is incomplete, conditional, or obscure or which contains any additions not required in the request for bids package shall be rejected. The trade contract for each trade shall be awarded to the lowest prequalified bidder except that THE OWNER reserves the right to reject the bids of any and all Trade Contractors if: a Trade Contractor is not eligible to submit a bid; if the bid does not represent the bid of a person competent to perform the work specified; or if less than three such bids were received and the prices are not reasonable for acceptance without further negotiation or competition. In addition if fewer than three responsive bids are received for any trade category and the lowest bid exceeds the estimated cost for the work, the CM shall attempt to negotiate an acceptable price with the lowest prequalified bidder. If the negotiations are unsuccessful, the construction manager shall terminate negotiations with the lowest prequalified bidder and shall initiate negotiations with the trade contractor who was the second lowest prequalified bidder.

If the CM is unsuccessful in negotiating an acceptable price with the lowest prequalified bidder and second lowest prequalified bidder, the CM, on behalf of and with the consent of the public agency, shall solicit additional bids utilizing the procedures for selection of subcontractors who are not trade contractors, set out below and in M.G.L. c. 149A, § 8 (j).

3.3 Trade Contract Execution. Each trade contractor selected to perform work on the Project shall return an executed trade contract including the required performance and payment bonds and insurance certificate to the CM within 10 business days of receipt of the trade contract from the CM. The trade contract shall be the trade contract agreement required by law.

II. Other Subcontracts

1. Applicability of Procedures

Subcontracts Subject to Procedures For Other Subcontracts. The process set forth in these Sections 4 and 5 of the Procedures shall apply to the procurement of subcontracts and subcontractors that are not subject to the provisions of Sections 2 and 3 above, specifically subcontractors that are not Trade Contractors, and where the subcontract scope of work has an estimated value that is equal to or exceeds \$20,000.

2. Prequalification and Procurement

2.1 Subcontract Other than Trade Contracts in With An Estimate Cost equal to or greater than \$20,000. For Subcontracts that are not trade contracts with an estimated cost equal to or greater than \$20,000, the CM shall submit to THE OWNER for its approval the qualifications which it believes a subcontractor must have to perform the work of the subcontract and a list of a minimum of three (3) subcontracting firms, and preferably at least five (5) subcontracting firms, which the CM believes meet the qualifications. The CM shall submit information in a form and content satisfactory to the Prequalification Committee concerning the qualifications and responsibility of the proposed subcontractors and, when relevant, how the selection will further the CM's compliance with its Project MBE and WBE participation goals. The CM firm may submit its qualifications to bid on subcontract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The Prequalification Committee may eliminate firms from the list of firms submitted by the CM, and the Prequalification Committee may add firms to the list submitted by the CM. The CM must add the firms requested by the Prequalification Committee to the list if the firms are acceptable to the CM. If the firms Prequalification Committee requested be added are not acceptable to the CM based upon qualifications, ability or for any other reason, the CM must advise the Prequalification Committee of its objections and the basis for the objections in writing. If the Prequalification Committee determines that the CM's objections to THE OWNER requested firm(s) are valid then the requested firms will not be added to the list, otherwise the firm(s) will be added.

The CM will invite all subcontractors on the approved list to submit bids for the subcontract work, using forms and procedures approved by THE OWNER. The bids shall be based on detailed bidding information developed by the CM for the subcontract work. The CM will submit to THE OWNER a list of bids submitted for

each subcontract and with the list will indicate the bidder it recommends be selected to be awarded a subcontract. The CM shall along with its submission provide a written explanation as to the reasons for its selection and recommendation. The CM's recommendation will be based on relevant factors including, but not limited to, price, quality of work, and MBE and/or WBE participation. THE OWNER approval is required before a subcontract can be awarded by the CM to a subcontractor, which approval shall not be unreasonably withheld provided the selection will not have an adverse effect on meeting project goals including, but not limited to, price, quality of work and/or MBE/WBE participation. In no event will the selection of a subcontractor affect the GMP agreed to by the CM.

The CM may, with the approval of THE OWNER, reject the proposals for a subcontract and either resolicit that scope of work or negotiate with one or more of the firms that submitted the rejected proposals. Such rejection may be based on the proposal being too high compared to the amount carried in the GMP for that scope of work or upon any other basis approved by THE OWNER.

2.2 Subcontracts With An Estimated Cost Less Than \$20,000. Subcontracts with an estimated cost less than \$20,000, and subcontracts for the supply of materials or equipment not including performance of labor in construction at the Project site, regardless of the estimated cost, may be awarded by the CM using any method selected by the CM with the approval of THE OWNER.

III. Other Procurement Provisions

1. Emergencies

1.1 In case of an emergency, THE OWNER or the CM, with the prior approval of DCAM, may award a contract for such work as is necessary to preserve or protect the health or safety of persons or property on the basis of such competitive bids or proposals as it can reasonably obtain in time to respond to the emergency and without public advertisement or opening of bids or proposals; or the CM may perform such work with its own forces.

2. Termination of Contracts

2.1 Termination of Trade Contracts and Other Subcontracts. If a trade contract, or other subcontract, is terminated in whole or in part by the CM after the subcontractor commences work but prior to completion of the work covered by such trade contract or other subcontract on account of breach or default by the trade contractor or other subcontractor, or for other reasons in the public interest approved by THE OWNER, the CM may engage a replacement subcontractor using any method selected by the CM and approved by THE OWNER, or may perform the affected work with its own forces, as necessary to preserve, protect, or complete the work without following these procedures and without public advertisement or opening of bids or proposals. The termination of a trade or other subcontractor prior to completion of its work shall not be the basis for an increase in the GMP.

3. Miscellaneous Provisions

3.1 Procurement Records. The Prequalification Committee and the CM shall ensure that THE OWNER has a complete set of the following records:

- a. All RFQs issued pursuant to Section 2 of these Procedures, including all addenda.
- b. All SOQs and other information furnished to or otherwise obtained by the Prequalification Committee and the CM concerning qualification of each Applicant responding to an RFQ including any references or scoring obtained or generated in connection with the SOQs.
- c. All RFBs issued by the CM to prequalified Trade Contractors pursuant to Section 3 of these Procedures.
- d. All bids received from such Trade Contractors in response to such RFBs.
- e. All solicitations for bids or proposals issued by the CM to firms other than Trade Contractors.
- f. All bids and proposals received by the CM from such firms in response to such solicitations.
- g. All contracts awarded pursuant to these procedures.
- h. All other written documents required pursuant to the terms of these Procedures.
- i. All other documents referring or relating to the evaluation of qualifications, proposals or bids, including but not limited to, all notes (to the extent included in Project files), memoranda, correspondence and meeting minutes, whether formal or informal, in either electronic media or hard copy.

THE OWNER shall retain copies of such records for a period of six (6) years from the date of final payment under the contract to which such records relate. The Secretary of Administration and Finance and the Inspector General of the Commonwealth shall have access to all such records at any time upon reasonable notice.

3.2 Severability. If any provision of these Procedures shall be determined to be invalid or unenforceable, the remaining provisions of the Procedures shall remain in full force and effect.

3.3 Time. The periods of time within which any party is required to act under the terms of these procedures when described in terms of “days” shall, unless otherwise specified, mean calendar days (and not business days), except that if the last day of any such time period falls on a Saturday, Sunday, or legal holiday in Massachusetts, the period of time during which the required action must be taken will be extended to the next following business day.

APPENDIX D to the General Conditions of the Contract

- Form for Subcontract between Construction Manager and Trade Contractor

**FORM FOR TRADE CONTRACT BETWEEN CONSTRUCTION MANAGER AND
TRADE CONTRACTOR**

THIS AGREEMENT made this _____ day of _____ 20____, by and between

_____ a corporation organized and existing under the law of _____
a partnership consisting of _____
an individual doing business as _____
hereinafter called the "Construction Manager or CM" and

_____ a corporation organized and existing under the laws of _____
a partnership consisting of _____
an individual doing business _____
hereinafter called the "Trade Contractor",

WITNESSETH that the CM and the Trade Contractor for the considerations hereafter named, agree as follows:

1. The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the Specifications for _____

(Name of Sub-trade)

and the Plans referred to therein and addenda No. _____, _____, _____ and _____ for the _____

_____ (complete title of project and project no. taken from the title page of the Specifications)
all as prepared by _____.

(Name of Designer or Engineer)

All work shall be in accordance with the (project) all as prepared by _____ designer. All work shall be in accordance with the contract documents listed on Exhibit A; and the detailed Scope of Work listed on Exhibit B. The CM agrees to pay the Trade Contractor as full payment for all the work in Exhibit B, the sum of \$_____. This price includes the following alternates (and other items set forth in the sub-bid):

Alternate No(s) _____, _____, _____,
_____, _____, _____, _____.

(a) The Trade Contractor agrees to be bound to the CM by the terms of the hereinbefore described Plans, Specifications (including all general conditions stated therein) and addenda No. _____, and _____, and _____, and to assume to the CM all the obligations and responsibilities that the CM by those documents assumes to

the _____ hereinafter called
(Public Agency)
the “Public Agency”, except to the extent that provisions contained therein are by their terms or by law applicable only to the CM.

(b) The CM agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Public Agency by the terms of the hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Public Agency.

2. The CM agrees to begin, prosecute and complete the entire work specified by the Public Agency in an orderly manner so that the Trade Contractor will be able to begin, prosecute and complete the work described in this Trade Contract; and, in consideration thereof, upon notice from the CM, either oral or in writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Trade Contract in an orderly manner in accordance with the Project Schedule attached as Exhibit C as it may be reasonably modified from time to time by agreement of the CM and the Trade Contractor.

3. The Trade Contractor agrees to furnish to the CM on execution of this Trade Contractor Agreement and prior to commencing the work, evidence of workmen’s compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Public Agency by the CM.

4. The CM agrees that no claim for services rendered or materials furnished by the CM to the Trade Contractor shall be valid unless written notice thereof is given by the CM to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. The Trade Contractor Agreement is contingent upon the execution of an amendment to the contract between the CM and the Public Agency for the work of the Trade Contractor.

CM Initials

Owner Initials

6. If the Trade Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the CM, or otherwise be guilty of a substantial violation of any provision of the contract, then the CM may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the CM. The CM and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.

7. The following exhibits are incorporated into their subcontract:

Exhibit A: Contract Documents

Exhibit B: Detailed Scope of Work

Exhibit C: Project Schedule

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

(Name of Trade Contractor)

By: _____

SEAL ATTEST

(Name of CM)

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CM Initials

Owner Initials

By: _____

(City and State)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that _____

_____, as Principal, and

_____, as Surety,

are held and firmly bound unto the Awarding Authority, in the sum of

_____ lawful money of the United States to be paid to the Awarding Authority, 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 Awarding Authority bearing date of

_____ 200__, for the construction of _____

_____ (Project),

Now the condition of this obligation is such that if the Principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract and any extensions thereof that may be granted by the Awarding Authority, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the 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 effect.

In the event that the contract is abandoned by the Contractor, or is terminated by the Awarding Authority, said surety hereby further agrees that said surety shall, if requested in writing by the Awarding Authority, take such action as is necessary to complete said contract.

CM Initials

Owner Initials

In witness whereof we hereunto set our hands and seals this ____ day of _____, 200_.

By Principal: _____ [Seal]

By Surety: _____ [Seal]

Address: _____

Surety Agent: _____ [Seal]

Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL
(PERFORMANCE BOND)

I, _____, certify that I am the _____ of the corporation
named a principal in the within bond; that _____ who signed said Bond on behalf of
the Principal was then _____ of said corporation and I know his
signature and his signature thereon is genuine; and that said Bond was duly signed, sealed and
attested for and on behalf of said corporation by authority of its governing body.

Signed: _____ [Seal]

Date: _____, 200_

END OF PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as

principal, and _____

as surety, are held and firmly bound unto the Awarding Authority in the sum of _____

_____ lawful money of the United States of America, to be paid to the Awarding Authority, for which payment, 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 Awarding Authority under date of _____, 200_.

for: _____

Now the condition of this obligation is such that if the principal shall promptly 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 of items set out in, and to be subject to, the provision of Massachusetts General Laws (Ter. Ed.), Chapter 30, Section 39A, and Chapter 149, Section 29 as amended, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In witness whereof we hereunto set our hands and seals this ____ day of _____, 200_.

By Principal: _____ [Seal]

By Surety: _____

Address: _____

Surety Agent: _____ [Seal]

Address: _____

Telephone: _____

CM Initials

Owner Initials

CERTIFICATE AS TO CORPORATE PRINCIPAL
(LABOR AND MATERIAL BOND)

I, _____, certify that I am the _____

of the corporation named as principal in the within bond; that _____
who signed said Bond on behalf of the Principal was then _____
of said corporation and I know his signature and his signature thereon is genuine; and that said Bond
was duly signed, sealed and attested for and on behalf of said corporation by authority of its
governing body.

Signed: _____ [Seal]

Date: _____, 200_

END OF LABOR AND MATERIAL PAYMENT BOND