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* BONDS *

Contract # 20220028

City of Springfield Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			DM	08/19/2021 <i>0100</i>
Capital Assets	<i>JL</i>	<i>9/3/21</i>		
City Comptroller	<i>LKL</i>	<i>9/13/21</i>	<i>LKL</i>	<i>9/13/21</i>
Law	<i>PT</i>	<i>9/14</i>	<i>PT</i>	<i>9/14</i>
CAFO	<i>chmm</i>	<i>9/15/21</i>	<i>chmm</i>	<i>9/16/21</i>
Mayor	<i>eg</i>	<i>9/16</i>	<i>eg</i>	<i>9/16</i>
Office of Procurement	<i>DMC</i>	<i>9/16/21</i>		

Vendor No.: 721 Contract Number: 20220028 Contract Amt.: \$1,309,000.00

Contract Date: 07/20/2021 Renewal date: N/A Expiration date: 11/15/2022

Requisition No.
22003314

Acct No: **26451811-530105-64516**

~~\$800,000.00~~ Partial
\$309,000.00

Vendor Name: UNIVERSAL ELECTRIC CO., INC.

Contract Purpose: Renewable Energy and Energy Storage System at Elias Brookings School

Requesting Dept.: DCAC

TYPE OF DOCUMENT (Please select at least one):

- New
 Amendment
 Extension
 Renewal

CONTRACT NO. 200220028

V#721

Bid No. 21-184

MGL Ch. 149

THIS AGREEMENT, made this **20th** day of **July** in the year **Two Thousand Twenty One** at Springfield, in the County of Hampden and Commonwealth of Massachusetts, by and between **Universal Electric**, a Corporation with a mailing address located at 79 Wayside Avenue, West Springfield MA 01089, (hereinafter called the Contractor), and the **CITY OF SPRINGFIELD**, a municipal corporation within said County of Hampden, acting by and through its **Department of Capital Asset Construction** with the approval of its Mayor (hereinafter called the CITY),

WITNESSETH as follows:

ARTICLE I

The Contractor shall perform all work and provide all the apparatus, energy equipment, fuel, labor, light, materials, scaffolding, tools, transportation, insurance, utensils or things required for the services of the **Renewable Energy and Energy Storage System at Elias Brookings School** in accordance with the Bid Specifications titled: **City of Springfield Bid No. 21-184, Renewable Energy and Energy Storage System at Elias Brookings School** in, as prepared by **GZA Geo Environmental Inc., 1350 Main Street, Suite 1400, Springfield, MA 01103**, acting as and in these Contract Documents hereinafter called the Architect. The said Specifications are hereby referred to and made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided for in said Specifications. Reference is made to all Addenda and modifications issued to execution of this Contract; the said Addenda and modifications are made a part of this Contract to the same extent as if the same and each and all thereof were herein specifically set forth, except as otherwise herein provided or in said Addenda or modifications. All of the work and labor performed under this Contract shall be performed and all of the materials furnished shall be in strict conformity with the said Drawings, Specifications, Addenda, or modifications and the Contractor accepts and consents to the conditions contained in said Drawings, Specifications, Addenda, or modifications and expressly agrees to comply with every requirement and stipulation therein contained.

The term "**Contract Documents**" or "**Contract**" shall mean the following:

1. The Contract Agreement
2. The Project Manuals & Drawings (Contractor and Office of Procurement has on file)
3. The Contractor's Bid
4. Addenda No. 1-2
5. Corporation Certificates
6. The Contractor's Labor & Materials Bond (100%)
7. Contractor's Performance Bond (100%)
8. The Affirmative Action Plan (Attached)
9. Contractor's Insurance Certificate
10. The Minority Business Enterprise Commitment
11. The MA Prevailing Wage Rates
12. City of Springfield Special Supplemental Conditions (modifying 1997 AIA Conditions)
13. City of Springfield REO

In the event that any provisions in any of the Contract Documents conflict with any other provisions thereof, the provision contained in the portion of the Contract Documents first enumerated above in this paragraph will govern, except as may otherwise be specifically stated.

ARTICLE II

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Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performances of the Work.

Contractor has given the Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. The work shall be done under the general direction of the Architect and the Architect's decision as to the true construction and meaning of the drawings and specifications shall be final. The Architect shall furnish to the Contractor such further drawings or explanation as may be necessary to detail and illustrate the work to be done, and the Contractor shall conform to the same as part of this contract so far as they may be consistent with the original drawings and specifications referred to in Article I.

ARTICLE III

No alteration shall be made in the work shown or described by the drawings and specifications except upon a written order of the Architect accompanied by written approval of the **Director of the Department of Department of Capital Asset Construction** and the Mayor of the City. The work shall be performed in accordance with such order, if any, and the value of work so added or omitted shall be computed by the Architect and the amount so ascertained shall be added or deducted from the contract price. All change orders shall be executed in conformity with Section 4.12.070 of the Springfield Revised Ordinances, 1986, as amended Contractor has familiarized himself with the nature and extent of the Contract Documents, and Federal and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

Contractor has given Architect written notice of any conflict, error or discrepancy that he has discovered in the Contract Documents and the written resolution thereof by Architect is acceptable to Contractor.

Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

Change order requests shall be in accordance with this Article and the Special Supplementary General Conditions 7.2.3.1.

ARTICLE IV

All work and materials shall comply in every respect with state and local laws and regulations and the directions of state and city inspectors of state and city inspectors of buildings. MGL C. 149 regulates this Contract. The Contractor shall give the proper authorities all required notices relating to this work, obtain all official permits required, and pay all fees for the same. The Contractor shall comply with Section 40, regulations of OSHA. The Contractor shall comply with Section 40, Chapter 82 of the Massachusetts General Laws, which requires contractors to notify public utility companies in writing at least forty eight (48) hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way.

ARTICLE V

The Owner shall have power to require the Contractor immediately to dismiss any workman, watchman, or other servant of the contractor, who shall in the Owner's opinion be incompetent, disorderly or otherwise unsatisfactory, and the Contractor shall forthwith comply with such requirement.

ARTICLE VI

The Contractor shall not employ any subcontractor for the execution of the same, or any part thereof, without the previous written consent of the Owner, and shall neither assign nor underlet this contract, nor assign, either legally or equitably, any of the monies payable hereunder, or any claims thereto, unless with the previous consent of the City expressed in writing signed in its name by the Springfield **Director of the Department of Department of Capital Asset Construction**, and the Mayor.

ARTICLE VII

A competent foreman shall always be kept upon the premises, to whom all notices and orders may be delivered, and who shall superintend the workmen in the foreman's respective department. A foreman shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. All of these shall be made available to the Architect and shall be delivered to the Chief Procurement Officer upon completion of the work.

ARTICLE VIII

The Contractor hereby agrees to and shall at all times defend, indemnify and hold the City and its officers, agents and employees, wholly harmless from any and all losses, cost, expenses (including court costs and attorneys' fees, interest and profits), claims, demands, suits by any person or persons, injuries, damages or death, and other liabilities of whatever kind or nature, caused by, resulting from, incident to, connected with, or arising directly or indirectly out of the negligent or willful act or omission by the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable whether or not caused in part by any act or neglect on the part of the City, its officers, employees, agents or servants, or others, including parties indemnified hereunder. This indemnity shall survive termination of the contract.

ARTICLE IX

The Contractor shall provide sufficient safe and proper facilities at all times for the inspection of the work by the Owner and the Architect or their authorized representatives, and shall, within twenty four (24) hours after receiving written notice from the Architect to that effect, proceed to remove from the grounds or buildings all materials condemned by him whether worked or unworked, and to take down all portions of the work which shall be, by written notice, condemned as unsound or improper, or as in any way failing to conform to the drawings and specifications, and shall complete such removal or raking down within such reasonable time as may be specified in such notice. In case the Contractor fails to comply with any such notice the City may do the work therein specified and charge the cost thereof to the account of the Contractor.

ARTICLE X

If the Contractor shall at any time refuse or neglect to supply a sufficiency of properly skilled workmen or materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Architect the City may, after three (3) days written notice given to the Contractor by the Architect, provide any such labor or materials, and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract. If the Architect shall certify that such refusal, neglect or failure is sufficient ground for such action, or if the Contractor shall be adjudged a bankrupt, or if he shall make a general assignment for the benefit of the contractor's creditors, or if a receiver shall be appointed to take charge of the Contractor's property, the City may terminate the employment of the Contractor for the said work and enter upon the premises and take possession, for the purpose of completing the work included under this contract, of all materials, tools and appliances thereon. The City may employ any other person or persons to finish the work, and may provide the materials thereof, and in case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this contract until the expiration of sixty five (65) days after said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid

under this contract shall exceed the expense incurred by the City in finishing the work, such excess shall be paid by the City to the Contractor. If the expense incurred by the City shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided, either for furnishing materials or for finishing the work, and any damage incurred through such default, shall be audited and certified by the Architect, whose certificate thereof shall be conclusive on the parties hereto.

ARTICLE XI

The Contractor shall achieve Substantial Completion of the whole of the work comprehended in this contract by the time or times started, to wit:

CONTRACT SUBSTANTIAL COMPLETION DATE = November 15, 2022

The Contractor will commence the work required within five (5) calendar days from the earlier of the date of the NOTICE TO PROCEED, or Contract signing by the Mayor, whichever is first. The calendar days shall be consecutive. Payment by the Contractor of One Thousand (\$1,000.00) dollars for each and every calendar day the Contract extends beyond the stipulated time, as liquidated damages, is hereby agreed to. The Owner may, at its discretion and in writing, extend the time for completion of the work.

The Contractor agrees that the Work shall be prosecuted regularly, diligently, and uninterrupted and at such rate of progress as will insure full completion thereof within the Contract time stated above, it is expressly understood and agreed, by and between Contractor and Owner, that the Contract time is reasonable for the completion of the Work.

The Contractor further agrees that within **THIRTY (30) days** of Substantial Completion, the project shall achieve Final Completion and Acceptance by Owner, or be subject to liquidated damages as described above.

ARTICLE XII

Should the Contractor be obstructed or delayed in the prosecution or completion of the work by the act, delay or default of the City, or of any other Contractor employed by the City upon the work, or by any damage which may happen by fire, lightning, earthquake, or cyclone, severe winter weather freezing conditions (as determined by the Architect and approved by the City) or the abandonment of the work by the employees through no default of the Contractor, then the time herein fixed for the completion of the work may be extended for such period as the Architect shall determine and certify in writing to the Contractor and to the City to be equivalent to the time lost by reason of any or all of the causes aforesaid. No such allowance shall be made unless a claim therefore is presented in writing to the Architect and to the City within twenty four (24) hours of the occurrence of such delay, and in no event shall the Contractor have any claim against the City for damages on account of any such delay in the completion of the work.

ARTICLE XIII

All materials used shall be of the best quality of their respective kinds, and all the work performed shall be executed in the most skillful and workmanlike manner, and both materials used and work performed shall be in every respect to the entire and complete satisfaction of the Architect.

ARTICLE XIV

The Contractor at all times shall keep the construction site free from accumulation of waste materials or rubbish caused by the Contractor's operation. The Contractor shall provide temporary barriers, warning lights and other implements in order to protect areas not requiring construction work. The Contractor shall, upon the completion of said work, remove all the scaffolding, fencing, rubbish, tools, construction equipment, machinery and surplus materials then remaining in or about the said construction site and shall leave the construction site in a perfect and proper condition.

ARTICLE XV

The maximum sum to be paid by the city to the Contractor for said work and materials shall be:

TOTAL CONTRACT PRICE: \$1,309,000.00 (ONE MILLION THREE HUNDRED NINE DOLLARS AND 00/100).

BROKEN DOWN AS FOLLOW:

1. BASE BID- \$1,309,000.00

TOTAL= \$1,309,000.00

Said payment shall be subject to the provisions of Massachusetts General Laws chapter 30, section 39K as follows: within fifteen (15) days ... after receipt from the Contractor, at the place designated by the Awarding Authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Awarding Authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Awarding Authority, upon certification by the Contractor that he is the lawful owner and that the materials are free from all encumbrances, but less:

1. A retention based on its estimate of the fair value of its claims against the contractor; and less
2. A retention for direct payment to subcontractor based on demands for same accordance with the provisions of section thirty-nine F, Chapter 30; and less
3. A retention not exceeding five (5%) percent of the approved amount of the periodic payment.

After the receipt of a periodic estimate requesting final payment and within sixty-five (65) days after (a) the Contractor fully completes the work or substantially completes the work so the value of the work remaining to be done is, in the estimate of the Awarding Authority, less than one (1%) percent of the original contract price, or (b) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever occurs first, the Awarding Authority shall pay the Contractor the entire balance due on the contract, less:

1. A retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work; and less
2. A retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F.

If the Awarding Authority fails to make payments as herein provided there shall be added to each such payment daily interest at the rate of three (3%) percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided, that no interest shall be due in any event, on the amount due on a periodic estimate for final payment until fifteen (15) days . . . after receipt of such a periodic estimate from the Contractor, at the place designated by the Awarding Authority if such place is so designated. The Contractor agrees to pay to each Subcontractor a portion of any such interest paid in accordance with the amount due each Subcontractor.

The Awarding Authority may make changes in any periodic estimated submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic

payment computed in accordance with the changes made as provided herein; provided, that the Awarding Authority may, within seven (7) days after receipt, return to the Contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair, or demolition of any public building to which this section applies.

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

A certificate of the Architect to the effect that the Contractor has fully or substantially completed the work shall, subject to the provisions of section 39 J, be conclusive for the purposes of this section.

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

ARTICLE XVI (Section 39F, C. 30 M.G.L.)

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 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 (65) day after each Sub-Contractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the Sub-Contractor less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work shall be due the Sub-Contractor; and the Awarding Authority shall pay that amount to the General Contractor. The General Contractor shall forthwith pay to the Sub-Contractor 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 Sub-Contractor 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 such payment to each Subcontractor. If the Awarding Authority has received a demand for direct payment from a Sub-Contractor for any amount which has already been included in a payment to the General Contractor for payment to the Sub-Contractor as provided in subparagraphs (a) and (b), the Awarding Authority shall act upon the demand as provided in this Section.

D. If, within seventy (70) days after the Sub-Contractor has substantially completed the subcontract work, the Sub-contractor 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 Sub-Contractor may demand direct payment of that balance from the Awarding Authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the General Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth (70) day after the Sub-Contractor has substantially completed the subcontract work. Within (10) days after the Sub-Contractor 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 sworn statement delivered or sent by certified mail to the Awarding Authority and a copy shall be delivered to or sent by certified mail to the Sub-Contractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount for extra labor and materials to the General Contractor and of the amount due for each claim by the General Contractor and of the amount due for each claim made by the General Contractor against the Sub-Contractor.

E. Within fifteen (15) days after receipt of the demand by the Awarding Authority, but in no event prior to the seventieth (70) day after substantial completion of the subcontract work, the Awarding Authority shall make direct payment to the sub-contractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the General Contractor, less any amount (1) retained by the Awarding Authority as the estimated cost of completing the incomplete or unsatisfactory items of work; (2) specified in any court proceedings barring such payment; or (3) 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 (3) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by paragraph D. above. The Awarding Authority shall make further direct payments to the Sub-Contractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (1) and (2) of this subparagraph.

F. The Awarding Authority shall forthwith deposit the amount deducted from a direct payment as provided in part (3) of subparagraph E. above in an interest-bearing joint account in the names of the General Contractor and the Sub-Contractor in a bank in Massachusetts selected by the Awarding Authority or agreed upon by the General Contractor and the Sub-Contractor and shall notify the General Contractor and the Sub-Contractor 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 Sub-Contractor 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 in a bank pursuant to subparagraph F shall be made out of accounts payable to the General Contractor at the time of receipt of a demand for direct payment from a Sub-Contractor and out of amounts which later become payable to the General Contractor and in the order of receipt of such demands from Sub-Contractors. 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 F, are sufficient to satisfy all

unpaid balances of demands for direct payments, and the Sub-Contractor shall have a right in such deductions prior to any claims against such amount by creditors of the General Contractor.

I. If the Sub-Contractor does not receive payment as provided in subparagraph A or if the General Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the Sub-Contractor and the Sub-Contractor does not receive payment for same when due less the deductions provided for in subparagraph A. the Sub-Contractor may demand direct payment by following the procedure in subparagraph D. and the General Contractor may file a sworn reply as provided in that same paragraph. A demand made after the first day of the month following that for which the Sub-Contractor performed or furnished the labor and materials for which the Sub-Contractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the General Contract. Thereafter the awarding Authority shall proceed as provided in subparagraphs E, F, G, and H.

ARTICLE XVII (Section 39N, C. 30 M.G.L.)

If during the progress of the work, the contractor or the Awarding Authority discovers that the actual sub surface 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 claims 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.

ARTICLE XVIII (Section 39O, C. 30 M.G.L.)

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 (15) days or more 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 this contract price for any increase in the cost of performance of this contract but shall not include any profit to 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 provisions (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 (20) days before the General Contractor notified the Awarding Authority in writing of the act or failure to act involved in the claim.

ARTICLE XIX

No certificate given or payment made under this contract, except the final certificate or final payment, shall be evidence of the performance of this contract, either wholly or in part, or be construed as a waiver of the right of the City either to reject any defective work or material or to require the fulfillment of any of the terms of the contract; and such final certificate or final payment shall not prevent a recovery by the City.

ARTICLE XX

The Contractor shall pay to the City all expenses, losses and damages incurred in consequence of any defect, omission or mistake of the Contractor or the Contractor's Sub-Contractors or the Contractor's employees; and any defects which may appear within twelve (12) months from the completion of the contract due to defective or improper materials or workmanship, shall upon request in writing, be immediately remedied and made good by the Contractor at the Contractor's own costs; and in case of default, the City may recover the cost of making good the same from the Contractor and from the sureties on the bond given to secure the performance of this contract. If the Contractor in the performance of said contract shall either depart from the original plans or substitute any other materials for a material named in the original specifications, by whomsoever the Contract may have been directed to make such departure or substitution the Contractor shall be responsible for any damage resulting therefrom to the City and shall reimburse the City thereof.

ARTICLE XXI

The Contractor further covenants and agrees to hold and save the City, its officers, agents, servants and employees, harmless from and against all demands of any kind for or on account of the use of any patents invention article or appliance included in materials furnished or employed under this contract.

ARTICLE XXII

The Contractor shall comply and the Contractor shall require each of the Contractor's Sub-Contractors employed in the completion of the Project to comply with all applicable Federal, State, Territorial, and Local laws. The Contractor certifies that the work will be carried out in accordance with Chapter 149 of the Massachusetts General Laws. The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

ARTICLE XXIII

The goals for minority business enterprise (MBE) and women's business enterprise (WBE) participation for this contract is a cumulative goal of twenty per cent (20%) of MBE/WBE participation on the basis of the total dollars paid, minority/ women workforce, or a combination of these, as described in the MBE/WBE Enterprise Program bid documents. The Contractor shall take all affirmative steps necessary to achieve this goal, and shall provide reports documenting the portion of contract and subcontract dollars paid to minority and women owned business, and its efforts to achieve the goals, with each invoice submitted or at such greater intervals as specified by the City of Springfield. The Contractor shall require similar reports from its Sub-Contractors. The Contractor agrees to make a good faith best effort to provide opportunities to eligible, bonafide minority and women owned and controlled businesses, as described in the "City of Springfield Minority and Women Business Enterprise Program" attached to this contract and incorporated herein by reference.

The term "a minority business enterprise" means a business at least fifty (50%) percent of which is owned by minority group members or, in the case of a publicly owned business, at least fifty-one (51%) percent of the stock which is owned by minority group members. For the purpose of the preceding sentence, "minority business group members" are citizens of the United States who are Black, Hispanic, Asian, American Indian, Alaskan Native, Cape Verdean, Eskimos and Aleuts.

ARTICLE XXIV

In the employment of mechanics, teamsters and laborers in the construction, addition to and alteration of said work preference shall be given (1) to citizens of said City who are veterans as defined in clause forty three of section seven of chapter four, M.G.L., and who are qualified to perform the work to which employment relates; (2) to citizens of said City in general; (3) to citizens of the Commonwealth who are veterans aforesaid in the Armed Forces of the United States and have been discharged or released and are qualified, as aforesaid; (4) to citizens of the Commonwealth 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 (5) to citizens of the United States. This article and Article XXV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

ARTICLE XXV

The rate per hour of wages to said mechanics and apprentices, teamsters, chauffeurs and laborers employed in the construction addition to or alteration of said work shall not be less than the rate or rates of wages to be determined by the Commissioner of Labor and industries as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal services of the City; provided, further that if in the City a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established; provided, further, that if no such rate or rates have been so established in the City, the wages paid to mechanics and apprentices, teamsters, chauffeurs and laborers on said work, shall not be less than the prevailing wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry in the City. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided. This article and Article XXIV are intended to be in compliance with Chapter 149, Section 26, of the General Laws and any acts in amendments thereof or in addition thereto.

ARTICLE XXVI

A schedule of rates or rates of wages obtained from the Division of Occupational Safety pursuant to a list submitted to the Commission of the jobs upon which mechanics and apprentices, teamsters, chauffeurs and laborers are to be employed in connection with said work, is attached hereto and made a part hereof; and it is agreed that said schedule shall be the minimum rate or rates of wages for said employees during the life of the contract. The Contractor shall cause a legible copy of said schedule to be kept posted in a conspicuous place at the site of said works during the life of the contract. This article is intended to be in compliance with Chapter 149, Section 27, of the General Laws and any acts in amendment thereof or in addition thereto.

ARTICLE XXVII

The Contractor shall pay to any reserve police officer employed by him the rate of wages paid to regular police officers in the City. This article is intended to be in compliance with Chapter 149, Section 34B, of the General Laws and acts in amendment thereof or addition thereto.

ARTICLE XXVIII

In case of any dispute as to wages arising under the preceding sections, the Commissioner of Labor and Industries shall investigate and decide what rate of wages in accordance with the preceding sections, shall be paid.

ARTICLE XXIX

The Contractor and every Subcontractor shall keep a true and accurate record of all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said works, showing the name, address, and occupational classification of each such employee, and the hours worked by, and the wages paid to, each such employee, and shall furnish copies of same in required form and manner to the Commissioner of Labor and Industries and/or the City upon request, signed by the employer or his authorized agent under the pains and penalties of perjury. Such records shall be open to an authorized representative of the Department of Labor and Industries or the City at any reasonable time, and as often as may be necessary. Every Contractor and Subcontractor required to keep such a record shall submit a copy of said record to the Awarding Authority on a weekly basis.

Every Contractor and Subcontractor shall preserve its payroll records for a period of six (6) years from the date of completion of the contract. Every Contractor and Subcontractor shall furnish to the Commissioner of Labor and Industries within fifteen (15) days after the completion of its portion of the work a Statement of Compliance, in the form set forth in Chapter 149, Section 27B of the General Laws and any acts in amendment thereof or in addition thereto.

ARTICLE XXX

No laborer, workman, or mechanic, foreman or inspector working within the Commonwealth, in the employ of the Contractor, Sub Contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to section thirty one is a party to such a contract, more than eight (8) hours in any one (1) day, except as aforesaid. This article is intended to be in compliance with Chapter 149, Section 34, of the General Laws and acts in amendment thereof or in addition thereto.

ARTICLE XXXI

No Architect or teamster working within the Commonwealth in the employ of the Contractor, Sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by this contract, shall be required or permitted to work more than eight (8) hours in any one day or more than forty-eight (48) hours in any one week, except in cases of emergency, or in case any town subject to Section thirty-one is a party to such a contract, more than eight (8) hours in any one day, except as aforesaid.

ARTICLE XXXII

The Contractor shall not, nor shall the Contractor's agents or employees, directly or indirectly require, as a condition of employment in the work provided for by this contract, that any employee shall lodge, board or trade at a particular place or with a particular person. Every employee in public works shall lodge, board and trade where and with whom he (or she) elects; and no person or his agents or employees under contract with the Commonwealth, or county, city or town or with a department, board, commission or officer acting therefore, for the doing of public works shall directly or indirectly require, as a condition or employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person.

ARTICLE XXXIII

The Contractor shall, before commencing performance of the Contract, procure such policies of insurance as will protect him and the City against claims under the Workmen's Compensation Acts and any other claims for damages for personal injury, including death, which may arise from operation under this contract, and the Contractor shall continue such insurance in full force and effect during the term of the Contract. Certificates of such insurance, naming the City as a co-insured, shall be filed with the City and affixed to this contract, and shall be subject to the approval of the Architect and the City for adequacy or protection. The Contractor shall, before commencing performance of the contract, at the Contractor's

own expense, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two of the General Laws to all persons to be employed under the contract, and the contractor shall continue at the Contractor's own expense, such insurance in full force and effect during term of the contract. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract and shall operate as an immediate termination thereof. No cancellation of such insurance, whether by the insurer or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least fifteen (15) days prior to the intended Notice of Cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of the addressee requested shall be sufficient notice. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of the contractor.

ARTICLE XXXIV

The Contractor shall within TEN (10) days of Notice of Award furnish the City with a Labor & Materials Payment Bond and Performance Bond, both in an amount equal to 100 percent (100%) of the Contract sum as security for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract. The said Performance and Labor and Materials bonds shall be affixed to this contract at its execution and have surety or sureties which are licensed to do business in the Commonwealth of Massachusetts approved by the Mayor of the City.

ARTICLE XXXV

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with Sub-Contractor or vendor as a result of such direction by the Department, the contract may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE XXXVI

The City shall have the right to terminate the Contract in whole or in part if:

A. any representative made by the Contractor to the City in connection with the Contract Documents shall be incorrect or incomplete in any material respect.

B. The Contractor fails to comply with the essential conditions of this agreement, that it shall diligently pursue the development of this project. It is expressly understood and agreed that the Contractor shall notify both the Architect and the City in the event delays occur which delays affect the start of on-site labor or accomplishment of the project. Time is of the essence of the completion of this project.

C. The intent and purpose of the Project is changed substantially so as to significantly affect the accomplishment of the Project as intended.

D. The Contractor has violated commitments made by it in its proposal and supporting documents or has violated any of the terms of conditions of this Agreement.

E. Any official, employee, Architect, attorney, Engineer or inspector of or for the City or any State or local official or representative, becomes directly or indirectly interested financially in the acquisition of any materials or equipment, or in any construction for the Project, or in the furnishings of any service to or in connection with the Project, or in any benefit arising therefrom.

F. The Contractor fails to report immediately to the City any change of authorized representative(s) acting in lieu of or on behalf of the Contractor.

G. The Contractor fails to fulfill its bonafide minority and women business enterprise commitments outlined in Contract Documents.

Should the City elect to terminate the Contract under clauses A, B, D, or G, the Contractor shall forthwith repay to the City all money received by it under the Contract. The City reserves the right to suspend the Contract and withhold further payment, or prohibit the Contractor from incurring additional obligations pending corrective action by the Contractor or a decision by the City to terminate the Contract unless the Project is completed to the satisfaction of the City.

ARTICLE XXXVII

The Contractor shall establish, maintain and preserve and the Contractor shall require each of its Sub-Contractors to establish, maintain and preserve property management, project performance, financial

management, payrolls and reporting documents and systems, and such other books, records and other data pertinent to the Project as the City may require. All such records shall be retained for a period of six (6) years following receipt of final payment. The Contractor shall render and shall require each of its Sub Contractors to render to the City or any authorized representative of the City the right to inspect and monitor all work, materials, payrolls, record and personnel, invoices and other relevant data and records pertaining to the development and construction of the Project. The Contractor shall give the City access to and the right to examine all records, books, papers or documents related to the Project for the entire time period beginning with Project commencement and ending six (6) years after final acceptance and final payment. The Contractor shall provide such information on this Project as is required by the City

ARTICLE XXXVIII

The Contractor shall furnish and install all "weather protection" materials in accordance with M.G.L. c149, s44G, Chapter 497 of the Acts of 1970.

A. **"Weather Protection"** shall mean the temporary protection of that work adversely affected by moisture, wind and cold by covering and enclosing and/or heating. This protection shall provide adequate working areas during the months of November through March as determined by the Awarding Authority and be consistent with the approved construction schedule to permit the continuous progress of all work necessary to maintain an orderly and efficient sequence of construction operations.

B. Standards for such protection shall be established by the Deputy Commissioner of Planning and Operations in the Executive Office for Administration and Finance.

C. Responsibility for Weather Protection

1. The entire responsibility for weather protection during construction until Substantial Completion, shall be assumed by the Contractor, who shall be liable for any damage to any work caused by the Contractor's failure to supply proper weather protection and proper ventilation as required.

2. Any work damaged by frost shall be removed and replace by the Contractor at the Contractor's own expense and as directed by the Architect.

3. It is to be specifically understood that the Contract shall do no work at any time or under any conditions that he or she deems unsuitable to the perfect execution of the Work. This provision shall not be interpreted as constituting any waiver, release or lessening or the Contractor's obligation to bring the Work to Substantial Completion with the period of time set forth in the Agreement.

ARTICLE XXXIX

1. The words defined herein shall have the meaning stated below whenever they appear in this section:

A. **"Contractor"** means any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a contract pursuant to section thirty-nine M of chapter 30, Sections forty-four A through H inclusive of chapter one hundred and forty-nine

B. **"Contract"** means any contract awarded or executed pursuant to section thirty-nine M of chapter thirty, or sections forty-four A through H, inclusive, of chapter one hundred and forty-nine.

C. **"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.

- D. **"Independent Certified Public Accountant"** means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of the accountant's 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 filling of reports with the Awarding Authority.
- E. **"Audit"**, when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted 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.
- F. **"Accountant's Report"**, when used in regard to financial statements, means a document in which an independent certified accountant indicates the scope of the audit which said accountant has made and sets forth said accountant's opinion regarding the financial statements taken as a whole with a listing of noted exceptions and qualifications, or an assertion to the effect that an overall opinion cannot be expressed. When an overall opinion cannot be expressed, the reason therefore shall be stated. An accountant's report shall include as part thereof a signed statement by the responsible corporate officer attesting that management has fully disclosed all material facts to the independent certified public accountant, and that the audited financial statement is a true and complete statement of the financial condition of the contractor.
- G. **"Management"**, when used herein, means the chief executive officers, partners, principal or other person or persons primarily responsible for the financial and operational policies and practices of the contractor.
- H. **"Accounting terms"**, unless otherwise defined herein, shall have a meaning in accordance with generally accepted accounting principles and auditing standards.
2. The Contractor shall make, and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the contractor, and
- A. Until the expiration of six (6) years after final payment, the Awarding Authority, the Office of the Inspector General and the Deputy Commissioner of Capital Asset Management shall have the right to examine any books, documents, papers or records of the Contractor or his or her Subcontractor that directly pertain to, and involve transactions relating to the Contractor or his or her Subcontractor, and
- B. If the agreement is a contract as defined herein, the Contractor shall describe any change in the method of maintaining records or recording or recording transactions which materially affect any statements filed with the Awarding Authority, including in the Contractor's description the date of the change and reasons thereof, and shall accompany said description with a letter from the Contractor's independent certified public accountant approving or otherwise commenting on the changes, and
- C. If the agreement is a contract as defined herein, the Contractor has filed a statement of management on internal accounting controls as set forth below prior to the execution of the contract, and

- D. If the agreement is a contract as defined herein, the Contractor has filed prior to the execution of the contracts and will continue to file annually, an audit financial statement for the most recent completed fiscal year as set forth below.
- E. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
1. transactions are executed in accordance with management's general and specific authorization,
 2. transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and 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.
3. The Contractor shall also file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that said accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
- A. Whether the representations of management in response to these paragraphs are consistent with the result of management's evaluation of the system of internal accounting controls; and
 - B. Whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the applicant's financial statements.

The Contractor shall annually file with the Awarding Authority 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.

The Office of Inspector General, the Deputy Commissioner of Capital Asset Management and the Awarding Authority shall enforce the provisions of this section. The Deputy Commissioner of Capital Asset Management may after providing an opportunity for the Inspector General and other interested parties to comment, promulgate pursuant to the provisions of the chapter thirty A such rules, regulations and guidelines as are necessary to effectuate the purposes of this section. Such rules, regulations and guidelines may be applicable to the authorities. The contractor's failure to satisfy any of the requirements of this section may be grounds for disqualification pursuant to section forty-four C of chapter one hundred and forty-nine.

ARTICLE XL

The Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act or any other law, convention, or treaty of the United States relating to the immigration, exclusion, deportation, or expulsion of aliens.

ARTICLE XLI

The Contractor and its Sub-Contractors shall use raw material mined or produced in the United States and from United States Manufacturers substantially made from materials mined, produced or manufactured in the United States.

ARTICLE XLII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

ARTICLE XLIII

The Contractor shall give special consideration, consistent with existing applicable collective bargaining agreements and practices to the employment on the Project of qualified disabled veterans defined in 38 USC 2011 (1), and to qualified Vietnam era veterans defined in 38 USC 2011 (2) (A).

ARTICLE XLIV

The laws of the Commonwealth of Massachusetts shall govern this agreement, unless otherwise specified. Any action, whether at law or equity, shall be brought only in the Superior Court of Hampden County, or the Federal District Court for the district of Massachusetts, sitting in Springfield.

ARTICLE XLV

If by the value of the general contract or the sub-contract, the City's responsible employer ordinances are applicable to this contract or any sub-contract, then the Contractor shall also comply and shall require that the sub-contractor comply with the said ordinances and any violation of such ordinances shall be a material default of the Contractor, and the Contractor may be subject to sanctions and penalties provided by the ordinances in addition to any to any other remedies afforded to the City by law or under this Contract.

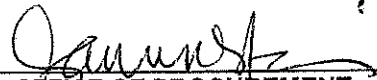
SIGNATURE PAGE LOCATED ON NEXT PAGE

IN WITNESS WHEREOF the City of Springfield has caused these presents to be signed in its name and behalf, by its Director of the Department of Capital Asset Construction, with the approval of Domenic J. Sarno, its Mayor, and the said Contractor has caused these presents to be signed in the contractor's named and behalf by its hereto duly authorized the day and year the same is signed by all necessary parties, on the latest date noted below.

CONTRACTOR:


By: 
Universal Electric Co. Inc.

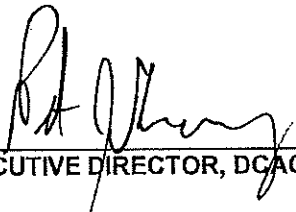
CITY OF SPRINGFIELD:

By: 
OFFICE OF PROCUREMENT

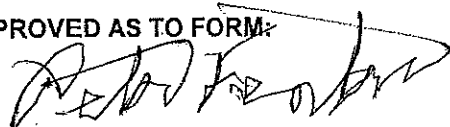
URL #26451411-530105-64516 \$800000.00
APPROVED AS TO APPROPRIATION: PARTIAL

APPROVED:

By:  9/13/21
OFFICE OF COMPTROLLER

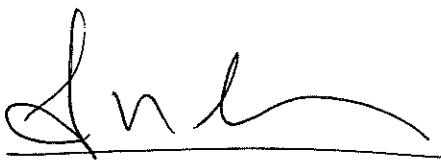
By: 
EXECUTIVE DIRECTOR, DCAC

APPROVED AS TO FORM:

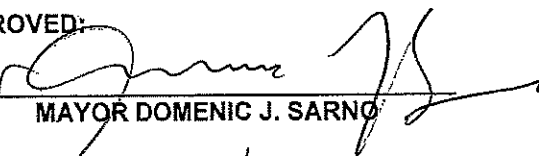
By: 
LAW DEPARTMENT

APPROVED:

By: 
CAFO


Disaster Recovery

APPROVED:

By: 
MAYOR DOMENIC J. SARNO
Date signed: 9/16/2021

CORPORATE CERTIFICATE

***THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS ***

****SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT ***

I, **** Kathleen M. Soto** A Resident of **Feeding Hills** in

The State of **Massachusetts** DO HEREBY CERTIFY: that I am
the Clerk/

Secretary of **Universal Electric Co., Inc.**

A Corporation duly Organized and existing under and by virtue of the laws of the

State of **Massachusetts**

And that I have custody of the records of such Corporation: and that as of the date herein below recited

* **Michael Quinn** Vice President
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the **CORPORATION** the following:

Universal Electric Co. Inc.

CONTRACT NO. 20220028

Renewable Energy and Energy Storage System at Elias Brookings School

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this **30** day of **August** 2021

(Affix)
(Seal)
(Here)



**** Kathleen M Soto**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Foley Insurance Group Inc. 37 Elm Street West Springfield MA 01089-2703		CONTACT NAME: Lynne Methot PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No.): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A: State Auto Mutual Insurance Company 25135	
		INSURER B: Patrons Mutual Ins Co of CT 14923	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER** [REDACTED] **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	12/3/2020	12/3/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
				[REDACTED]	12/3/2020	12/3/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				[REDACTED]	12/3/2020	12/3/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
				[REDACTED]	12/3/2020	12/3/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				[REDACTED]			
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			[REDACTED]	12/3/2020	12/3/2021	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	12/3/2020	12/3/2021	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			[REDACTED]	12/3/2020	12/3/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contract No. 200220028 Renewable Energy and Energy Storage System at Elias Brookings School

The certificate holder named below is included as an additional insured for automobile liability and for general liability coverage for ongoing and completed operations on a primary & noncontributory basis if required by written contract, permit, or agreement executed prior to a loss. Waiver of Subrogation is included on all policies if required by written contract, permit, or agreement executed prior to a loss.

CERTIFICATE HOLDER**CANCELLATION**

The City of Springfield 36 Court Street Springfield, MA 01103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Brian Foley/LYNNE <i>Brian Foley</i>

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TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor **must** complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number [redacted] State Identification Number [redacted] Federal Identification Number [redacted]
Company: Universal Electric Co., Inc.
P.O. Box (if any): Street Address Only: 79 Wayside Ave
City/State/Zip Code: West Springfield, MA 01089
Telephone Number: [redacted] Fax Number: [redacted]

List address(es) of all other property owned by company in Springfield:
Please identify if the bidder/proposer is a:
Corporation [x]
Individual Name of Individual:
Partnership Names of all Partners:
Limited Liability Company Names of all Managers:
Limited Liability Partnership Names of Partners:
Limited Partnership Names of all General Partners:

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

Universal Electric Co., Inc.
Michael Quinn certify under the pains and penalties of perjury that [redacted] to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
Universal Electric Co., Inc. Bidder/Proposer/Contracting Entity
[Signature] Authorized Person's Signature
Date: June 29, 2021

CITY OF SPRINGFIELD TAX CERTIFICATION

Universal Electric Co., Inc.
Michael Quinn certify under the pains and penalties of perjury that [redacted] to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
Universal Electric Co., Inc. Bidder/Proposer/Contracting Entity
[Signature] Authorized Person's Signature
Date: June 29, 2021

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

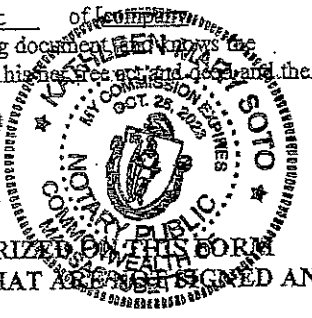
Pursuant to M.G.L. c. 62C §49A, I, Michael Quinn certify under the pains and penalties of perjury that Universal Electric Co., Inc. to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
Universal Electric Co., Inc. Bidder/Proposer/Contracting Entity
[Signature] Authorized Person's Signature
Date: June 29, 2021
Notary Public

STATE OF Massachusetts
County of Hampden, ss.

June 29, 2021

I have personally appeared before me [name] Michael Quinn [title] Vice President of [company] Universal Electric Co., Inc., being duly sworn, and made oath that he/she has read the foregoing document and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed, and the free act and deed of [company name] Universal Electric Co., Inc.

My commission expires: Kathleen M Soto 10/26/23
Notary Public



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

PERFORMANCE BOND
BID NO 21-184 - OOP'22 C# 20220028V#721

Know all men by these present, **Universal Electric, a Corporation with a mailing address located at 79 Wayside Avenue, West Springfield MA 01089**, hereinafter called **PRINCIPAL**, as Principal and The Ohio Casualty Insurance Company a corporation duly established by law and having a usual place of business in Suffolk County, hereinafter called the **SURETY**, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are holden and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter called the **OBLIGEE**, in the sum of:

One Million Three Hundred Nine Thousand Dollars and 00/100
(\$1,309,000.00)

to the payment of which to the said City of Springfield, or its successors or assigns, we hereby jointly and severally bind ourselves, our successors and assigns.

THE CONDITION of this obligation is such _____ that, **WHEREAS** the said Principal has entered into a written contract with the said City of Springfield July 20, 2021.

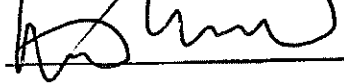
Renewable Energy and Energy Storage System at Elias Brookings School

NOW THEREFORE, if the said Principal shall truly and faithfully perform and do all the things which the said Principal agrees, promises and covenants in said contract to do and perform at the times and in the manner in said contract set forth; and if said Principal and said Surety shall jointly or severally indemnify the obligee against any loss or damage directly or indirectly arising by reason of the failure of the Principal to faithfully perform said contract at the time and in the manner aforesaid, then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal, has caused these presents to be signed and its official seal hereto affixed in triplicate by it thereunto duly authorized and the said Surety, has caused these presents to be signed and its official seal hereto affixed in triplicate by its

In witness we hereunto set our hands and seal this 20th day of July 2017

PRINCIPAL: **Universal Electric Inc.**

BY: 

ITS: _____

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved as to Form:



CITY SOLICITOR

SURETY: The Ohio Casualty Insurance Company

BY: 

ITS: Joseph M. Phillips, Attorney-In-Fact

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved By:



DOMENIC J. SARNO, MAYOR

LABOR & MATERIALS BOND
BID NO 21-184 - OOP'22 C# 20220028V#721

Know all men by these present, that **Universal Electric, a Corporation with a mailing address located at 79 Wayside Avenue, West Springfield MA 01089**, hereinafter called **PRINCIPAL**, as principal and The Ohio Casualty Insurance Company a corporation duly established by law and having a usual place of business in Suffolk County, hereinafter called the **SURETY**, as Surety, which is authorized to do a surety, guaranty and indemnity business in the Commonwealth of Massachusetts, and has complied with all the requirements of law for the transaction of such a business in said Commonwealth, are held and stand firmly bound unto the City of Springfield, a corporation duly established by law in the County of Hampden, in said Commonwealth, hereinafter call the **OBLIGEE**,
As surety, you are held and firmly bound unto the **CITY OF SPRINGFIELD** in the sum of:

One Million Three Hundred Nine Thousand Dollars and 00/100
(\$1,309,000.00)


Lawful money of the United States of American, to be paid to the City Treasurer, Springfield, Massachusetts for payment, well and truly made, we bind ourselves, our representative heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present. Whereas, the said principal has made a contract with the City acting through its Mayor, and Chief Procurement Officer under date of July 20, 2021.

Renewable Energy and Energy Storage System at Elias Brookings School

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, the provisions of Massachusetts **General Laws Chapter Ch.149**, as amended, then this obligations shall become null and void; otherwise it shall remain in full force and virtue.

In witness we hereunto set our hands and seal this 20th day of July 2021

PRINCIPAL: Universal Electric Inc.

BY: 
ITS: _____

CORPORATE SEAL

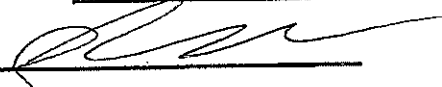
(Affix)
(Seal)
(Here)

Approved as to Form:



CITY SOLICITOR

SURETY: The Ohio Casualty Insurance Company

BY: 
ITS: Joseph M. Phillips, Attorney-In-Fact

CORPORATE SEAL

(Affix)
(Seal)
(Here)

Approved By:



DOMENIC J. SARNO, MAYOR



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. [Redacted]

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeanne Jones; Jocelyn Douglas; Joseph M. Phillips; Maria Gadziala; Nina Kublan

all of the city of Chicopee state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of August, 2020.



Liberty Mutual Insurance Company,
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of August, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII- Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20 day of July, 2021.



By: [Signature of Renee C. Llewellyn]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bid No. 21-184; Renewable Energy and Energy Storage System at Elias Brookings School

GC Opening Date: 2:00 P.M. June 10, 2021

FORM FOR GENERAL BIDS

TO: Theo G. Theocles, Esq.
Deputy Procurement Officer
Office of Procurement
City Hall, Room 307, 36 Court St., Springfield MA 01103

A. The undersigned:

Universal Electric Co., Inc.

(Please type or print the business name of the bidding firm)

Proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Drawings, Specifications, and Addenda, all work specified in of the Specifications and in any Drawings specified in any such Section of the Bid titled: **Renewable Energy and Energy Storage System at Elias Brookings School**, prepared by: **GZA GEOENVIRONMENTAL INC., 1350 Main Street, Suite No. 1400, Springfield, MA 01103**, for the price below, subject to additions and deductions according to the terms of the specifications:

B. This bid includes addenda numbered 1, 2, _____, _____, _____

C. The proposed contract price is: (in words)

One Million Three Hundred Nine Thousand Dollars

(In figures) (\$ 1,309,000.00).

For Alternate No. 1, **Add** _____

Four Hundred Fifty Seven Thousand Dollars (\$ 457,000)

OR Deduct _____

Dollars (\$ _____)

D. The subdivision of the proposed contract price is as follows:

Item D. 1: The work of the General Contractor _____

One Million Three Hundred Nine Thousand Dollars (\$1,309,000)

Item D. 2: The work of the Filed Sub-Bidders: _____

Zero Dollars (\$ 0)

Sub-Trade	Name of Sub-Bidder	Price	Require bonds?

BY: Universal Electric Co., Inc.
PLEASE TYPE OR PRINT NAME AND TITLE

SIGNED:  DATE: 6/29 / 2021

E. The undersigned agrees that, if selected as General Contractor, he or she will, within five days, (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the Awarding Authority, execute a contract in accordance with the terms of the bid and furnish a Performance Bond and also a Labor and Materials (or Payment) Bond, each of a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority and each Bond in the sum of 100 percent of the Contract price, the premiums for which are to be paid by the General Contractor and are included in the Contract price.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Ch. 149.

The undersigned further certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalties of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section 29-F of M.G.L. Chapter 29, or any other applicable debarment provisions of any other General Laws or any rule or regulations promulgated thereunder.

Substantial Completion Date: **November 15, 2022**

Date: 6/29/2021 Universal Electric Co., Inc.
(Please print or type Name of General Bidder)

by: Michael Quinn Vice President
(Please print or type Name and Title of person signing Bid)

79 Wayside Ave (Business Address)
West Springfield, MA 01089 T: 413-788-9473 F: 413-788-0874
(Please include City, State, Zip Code, Business Telephone & facsimile numbers)

SIGN HERE: 

Please certify by writing your initials in the space provided below that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Please initial: MQ

- If a Corporation, signature and seal by duly authorized officer is required.
- If a partnership, so state and names and residential addresses of all partners are required.
- If an individual, so state and also indicate residential address if different than business address and also sign.



The Commonwealth of Massachusetts
 Executive Office for Administration and Finance
 Division of Capital Asset Management and Maintenance
 One Ashburton Place
 Boston, Massachusetts 02108

Tel: (857) 204-1305
 Fax: (617) 727-8284

Email: Certification.DCMM@mass.gov

CHARLES D. BAKER
 GOVERNOR

KARYN E. POLITO
 LIEUTENANT GOVERNOR

MICHAEL J. HEFFERNAN
 SECRETARY
 ADMINISTRATION & FINANCE
 CAROL W. GLADSTONE
 COMMISSIONER

Prime
 Certificate of Contractor Eligibility
 CONTRACTOR IDENTIFICATION NUMBER: 1453

This Certificate Shall be Used for Submitting Prime Bids Only.

- 1. CERTIFICATION PERIOD: This Certificate is valid from November 8, 2020 to November 7, 2021*
- 2. CONTRACTOR'S NAME: Universal Electric Company, Inc.
- 3. CONTRACTOR'S ADDRESS: 79 wayside ave
west springfield, MA 01089
- 4. WORK CATEGORIES: This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following Categories of Work:

Electrical

5. EVALUATIONS:	Number of Projects Evaluated:	16
	Average Project Evaluation Rating:	95
	Number of Projects Below Passing:	0
6. PROJECT LIMITS:	Single Project Limit (SPL):	\$12,000,000
	Aggregate Work Limit (AWL):	\$32,000,000
	General Building Construction Limit:	N/A

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: N/A

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

10/21/2020
 Approval Date

* **NOTICE TO CONTRACTORS:** *If this contractor becomes uncertified for any reason this Certificate will immediately become void. Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above.*

Reviewer's Initials: KT

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: Universal Electric Co., Inc.

P.O. Box (if any): _____ Street Address Only: 79 Wayside Ave

City/State/Zip Code: West Springfield, MA 01089

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____
 Please identify if the bidder/proposer is a:
 Corporation _____
 Individual _____ Name of Individual: _____
 Partnership _____ Names of all Partners: _____
 Limited Liability Company _____ Names of all Managers: _____
 Limited Liability Partnership _____ Names of Partners: _____
 Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

Universal Electric Co., Inc.
 I, Michael Quinn certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
 (authorized agent) (Bidder/Proposer)

Universal Electric Co., Inc. Date: June 29, 2021
 Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

Universal Electric Co., Inc.
 I, Michael Quinn certify under the pains and penalties of perjury that _____, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
 (authorized agent) (Bidder/Proposer)

Universal Electric Co., Inc. Date: June 29, 2021
 Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Michael Quinn certify under the pains and penalties of perjury that Universal Electric Co., Inc. to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
 (authorized agent) (Bidder/Proposer)

Universal Electric Co., Inc. Date: June 29, 2021
 Bidder/Proposer/Contracting Entity Authorized Person's Signature

Notary Public

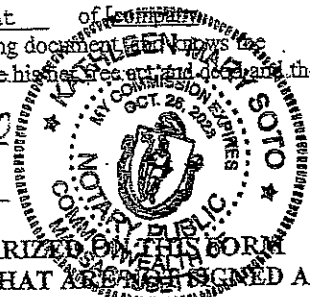
STATE OF Massachusetts
 County of Hampden, ss.

June 29, 2021

I have personally appeared before me [name] Michael Quinn [title] Vice President of [company name] Universal Electric Co., Inc., being duly sworn, and made oath that he/she has read the foregoing document and its contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed of [company name] Universal Electric Co., Inc.

Kathleen M. Soto
 Notary Public

My commission expires: 10/26/23



YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.

BIDDER'S/PROPOSER'S CERTIFICATION

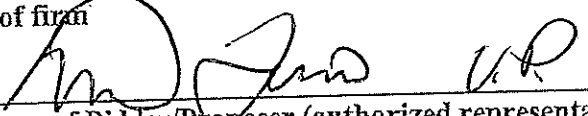
(This form is to be completed for all bids/proposals)

The undersigned *bidder/proposer* hereby certifies he/she will comply with the minority/women workforce percentage ratio and specific affirmative action steps contained in this program and will make good faith best efforts to comply with the Minority/Women Business Enterprise goals under these contract provisions, as well as all other requirements deemed necessary by the Contract Compliance Officer for this type of contract.

Bidder will include in any contract with a subcontractor the following conditions:

"The subcontractor agrees that he/she shall make good faith best efforts to comply with the Minority/Woman Workforce Ratio and the Minority/Women Enterprise compliance specified in the City of Springfield's Minority/Women Business Enterprise Program attached to the project specification."

Universal Electric Co., Inc.
Name of firm


Signature of Bidder/Proposer (authorized representative)

Vice President
Title

6/29/2021
Date

THE AWARDING AUTHORITY MAY REJECT ANY BID/PROPOSAL NOT ACCOMPANIED BY THIS CERTIFICATION. IN ORDER TO ENSURE THAT THE SAID SUBCONTRACTOR'S CERTIFICATION BECOMES A PART OF ALL SUBCONTRACTS UNDER THE PRIME CONTRACT, NO SUBCONTRACT SHALL BE EXECUTED UNTIL AN AUTHORIZED REPRESENTATIVE OF THE CITY AGENCY ADMINISTERING THIS PROJECT HAS DETERMINED, IN WRITING, THAT THE SAID CERTIFICATION HAS BEEN INCORPORATED IN SUCH SUBCONTRACT REGARDLESS OF TIER. ANY SUB-CONTRACT EXECUTED WITHOUT SUCH WRITTEN APPROVAL SHALL BE VOID.

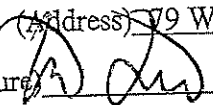
THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE UTILIZATION REPORT

The City of Springfield in its commitment to pedal opportunity for all its citizens and businesses, through the policies of the City requires all bidders on this project to make good faith best efforts to achieve the MBE/WBE participation goals. Bidder certifies that it intends to use the following utilization of such MBE/WBE's which shall include subcontractors, consultants, materials and supplies contracts. Bidder certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Name and address Of MBE/WBE	Telephone #	Nature of Work to be performed of work	\$ value
MBE/WBE _____			
MBE/WBE _____			
MBE/WBE _____			
MBE/WBE _____			
Minority/Females Employees (check here) _____			
\$Value of Work _____			
Project Name _____	Project Bid # _____	Total Bid Amount: _____	
Total MBE % _____	Total WBE % _____	Total MBE/WBE % _____	

Should you need assistance in procuring MBE/WBE's please contact the City's Contract Compliance Officer at (413) 787-6284.

(Company Name) Universal Electric Co., Inc. (Address) 99 Wayside Ave West Springfield, MA
 (Telephone) 413-788-9473 (Authorized Signature)  (Date) 6/29/2021

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

AFFIRMATIVE ACTION PLAN

Renewable Energy and Energy Storage System at Elias Brookings School
NAME OF PROJECT _____ BID NO. 21-184

A.) Bidder shall include Company Policy Statement which sets forth the Chief Executive Officer's attitude on equal employment opportunity.

B.) Company's Officer Michael Quinn

NAME OF FIRM Universal Electric Co., Inc.

NAME Michael Quinn

POSITION OR TITLE Vice President

BUSINESS ADDRESS 79 Wayside Ave

CITY West Springfield, MA 01089

TELEPHONE 413-788-9473

C.) What is the total number of employees that is currently employed by your company?

Please provide a profile of your workforce.

D.) What is your anticipated work force for this project/service? _____
Number of Minorities _____ Number of Females _____

E.) Is your company a member of a union Yes No . If yes what union local number and location. Local 7 in Springfield

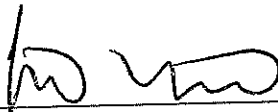
F.) Describe company's advertising, recruiting efforts, and systematic contact with minority group organization, etc. and evidence that minority group members are being sought from all recruitment sources. _____

G.) Is your company at least 51% owned and controlled by one of the following groups members? If yes, would you kindly circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,

Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE _____



DATE 6/29/2021

FIRM Universal Electric Co., Inc.

ADDRESS 79 Wayside Ave West Springfield, MA 01089

TELEPHONE NO. 413-788-9473

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

MBE/WBE LETTER OF INTENT

(To be completed by each MBE/WBE listed in the Bidder/Proposer's MBE/WBE Utilization Report (Form 2).

MBE/WBE Company Name _____ MBE/WBE Address _____

MBE/WBE Telephone _____

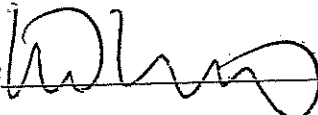
Project Name: _____ Project Location: _____

Please identify whether the above company is an: MBE _____ or WBE _____

1. The MBE/WBE company has been certified by SOMWBA (State Office of Minority/Women Business Assistance) and it has not changed its women/minority ownership, control, or management without notifying SOMWBA within thirty (30) days of such change.

2. I understand that if we are awarded the contract by the City of Springfield, we agree to negotiate an agreement in good faith with the above mentioned company. I also understand that our company, as Bidder, certifies that it will make substitution only as approved by the awarding authority in accordance with applicable law.

Bidding Company Universal Electric Co., Inc.

Authorized Person's Signature  _____

Date 6/29/2021

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH THE BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

**INFORMATION ON UNSUCCESSFUL CONTACT
OF MBE/WBE**

(Additional copies of this information form shall be prepared by the Bidder in the quantity necessary to comply with the bidding requirements)

- 1. NAME OF MBE/WBE COMPANY CONTACTED: _____
- 2. ADDRESS OF COMPANY: _____
- 3. TELEPHONE NO.: _____
- 4. DATE CONTACTED: _____

How was contact made? *(Check appropriate answer)* Telephone # _____ In person _____

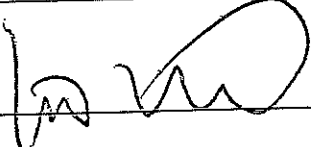
MBE/MBE Firm Declined Job: _____ Offer declined by: _____
(Name & Title)

MBE/WBE Firm offered to do the job at the price of \$: _____ which was determined to be too high based on our price : \$ _____.

MBE/WBE Company price was satisfactory, but the MBE/WBE Company was judged by our company to be unqualified for the job. Based on what factors? Please explain.

I certify under the pains and penalties of perjury that to my best knowledge and belief the above information is accurate and complete.

Bidding Company Universal Electric Co., Inc.

Authorized Person's Signature  Date 6/29/2021

THIS FORM TO BE SUBMITTED BY THE BIDDER WITH BID/PROPOSAL, AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS PROVIDED OR NOT.

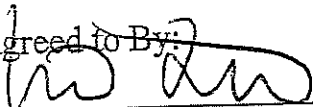
CITY OF SPRINGFIELD RESPONSIBLE EMPLOYER ORDINANCE COMPLIANCE AFFIDAVIT

Universal Electric Co., Inc. (Name of Firm submitting Bid)

acknowledges that they have reviewed and understand the requirements of the City's Responsible Employer Ordinance (REO) and certify that they will make all efforts to meet or exceed the requirements of the Ordinance. Further, we acknowledge that we have reviewed the forms attached to the REO Plan and agree to completely fill out and submit these forms if your firm is awarded a Contract on the project. The forms attached to the REO include but are not limited to:

- Preconstruction Meeting
- City of Springfield Public Construction Employee Reporting Form
- City of Springfield Public Construction – Weekly Statement of Workforce for the Responsible
- Employer Ordinance
- Responsible Employer Ordinance Utilization Form
- City of Springfield Public Construction Compliance Unit Verification of Residency Affidavit
- Massachusetts Weekly Certified Payroll Report Form
- Weekly Payroll Records Report & Statement of Compliance
- US Department of Labor Payroll Report
- Contractor Fact Sheet

The Bidder also acknowledges that they will be required to demonstrate best efforts to meet the requirements of the plan including written documentation of these efforts should they not be able to meet the project REO goals.

Agreed to By: 

Dated: 6/29/2021

Signature

Michael Quinn Vice President
Printed Name & Title of Authorized Representative

THIS FORM MUST BE SUBMITTED WITH YOUR BID, FAILURE TO SUBMIT COMPLIANCE AFFIDAVIT MAY RESULT IN BID REJECTION

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

SPECIAL SUPPLEMENTS TO A.I.A. GENERAL CONDITIONS

Articles set forth under these Supplemental Conditions are supplements to the corresponding Articles of the A.I.A. General Conditions of the Contract for Construction, A.I.A. Doc. A201, 1997 Edition. The following supplements modify, delete and/or add to the General Conditions. Where any Article, Paragraph or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such Article, Paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Article, Paragraph, or subparagraph in the General Conditions is amended, voided or superseded by any of the following paragraphs, the provisions of such Article, Paragraph or subparagraph not so amended, voided, or superseded shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 The Contract Documents:

Insert the following wording between the first and second sentence: "The Instructions to Bidders and the Supplementary Instructions to Bidders shall also form part of the Contract."

Delete: (3) a Construction Change Directive.

Note: There are no Construction Change Directive provisions recognized by the City of Springfield.

Delete: All references to Construction Change Directive in the General Conditions. See Article 7.3.

1.1.2 Change the fourth sentence of subparagraph 1.1.2 to read:

Except as provided in Paragraph 3.18, nothing contained in the Contract Documents shall be construed to create any contractual relationship, (1) between the Architect and the Contractor, (2) between the Owner or the Architect and a Subcontractor or Sub-subcontractor, (3) between the Owner and the Architect, or (4) between any persons or entities other than the Owner and the Contractor.

1.1.8 Additional Definitions:

The term "Building Owner" and the term "The City of Springfield" and "Awarding Authority" are synonymous. The terms "Project Administrator", "Project Representative" and "Clerk of the Works" are all synonymous. The Building Owner means: The City of Springfield, Department of Capital Asset Construction, 36 Court Street, Springfield, MA 01103.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 Add the following at the end of subparagraph 1.2.1:

1.2.1. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.1.1. In case of inconsistent requirements to the Contract Documents, the requirement for the greater quantity or higher quality shall take precedence and shall be the Contract requirement. Any discrepancies between the Contract Documents shall be promptly called to the attention of the Architect and no work so affected shall be undertaken in advance of the Architect's decision except at the Contractor's risk.

1.2.1.2 Where on any Drawings a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other like portions of the work. Where ornament or other detail is

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

indicated by starting only, such detail shall be continued through the courses or part in which it occurs and shall also apply to all other similar parts of the work, unless otherwise indicated.

1.2.1.3

It is the intent of the Contract Documents to include all work and materials necessary for erecting complete, ready for continuous use, mechanical, electrical and special systems as shown on the accompanying Drawings, or as hereinafter described. These Drawings shall be taken in a sense as diagrammatic: sizes or pipes, ducts, conduit, conductors, and methods of running them are shown, but it is not intended to show every boring, corecut, offset and fitting nor every structural difficulty that will be encountered during the installation of the work.

1.2.2

Add the following sentence at the end of the Paragraph:

The Contractor and all Subcontractors shall refer to all of the Drawings and Addenda, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce indicated results.

1.2.3

Add the following sentence to the end of Paragraph 1.2.3

Except as otherwise defined in context, the following words, terms, and phrases shall mean as follows":

1. "as shown", "as indicated", "as detailed", or "as noted" shall mean "as shown (indicated, etc.) on drawings or any other diagrammatic or written reference on the Drawings."
2. The word "provide" shall mean to furnish, pay for, deliver, install, adjust, clean, and otherwise make materials and equipment fit for their intended use, as specified in Paragraph 3.4.1 of the General Conditions.
3. The word "furnish" shall mean to secure, pay for, deliver to site, unload, uncrate, and store materials.
4. The word "install" shall mean to place in position, incorporate in the work, adjust, clean, make fit for use, and perform all services specified in General Conditions Paragraph 3.4.1 except those included under the definition of the word "furnish" above.
5. The phrase "furnish and install" shall be equivalent to the word "provide".
6. The phrase "match existing" shall mean the following:
 - a. Where Contract Documents call for exact matching, match existing work exactly in quality and appearance.
 - b. Where Contract Documents do not call for exact matching, match existing work as nearly as possible, using normally available materials and workmanship. If normally available materials and workmanship do not approximate existing work, notify Architect. If, in the Architect's judgment, it is impossible or extremely impracticable to approximate existing work with normally available materials and workmanship, the Architect may issue suitable change order. If changes imposing extra costs to the Contractor are ordered, they will be ordered only on the basis of a mutually acceptable change in price.
7. "Directed", "required", "permitted", "ordered", "designed", "prescribed", and similar words shall mean the "direction (requirement, permission, order, designation, or prescription) of the Architect."
8. "Approved", "acceptable", "satisfactory", and similar words shall mean "approved by (acceptable or satisfactory to) the Architect and the owner."
9. "Necessary", "responsible", "proper", "correct", and similar words shall mean "necessary (reasonable, proper, or correct) in the judgment of the Architect".

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

1.2.4 Add the following Sub-Paragraphs 1.2.4 through 1.2.15:

1.2.15

- 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.
- 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.
- 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.
- 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.
- 1.2.8 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.
- 1.2.9 Where used in conjunction with the Architect's or Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the Architect's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the Architect be interpreted as an assurance to the Contractor that the requirements of the Contract Documents have been fulfilled.
- 1.2.10 Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.
- 1.2.11 Where "By others" appears in the Specifications, or as noted on Drawings, it shall be used in the general sense of "specified under another section of the Specifications or by the Owner".
- 1.2.12 The Contractor agrees to indemnify and save the Owner and the Architect-Engineer harmless from and against liability of any nature or kind including costs and expenses for or on account of all work which is consistent with and reasonably inferable from the Contract Documents as being necessary to produce the intended results, even if the work itself is not specifically called for in the Contract Documents.
- 1.2.13 The Mechanical, Electrical and/or Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work or other trades, and present an orderly appearance where exposed.
- 1.2.14 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.5 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.
- 1.2.15 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architect in the design of the Project or Work. The Owner does not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 4.3.6.

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

1.5 **EXECUTION OF CONTRACT DOCUMENTS**

1.5.1 Add at the end of the first sentence:

A copy of the signed set shall be deposited with the Architect.

1.5.2 Delete the words "visited the site."

ARTICLE 2 - OWNER

2.1 **GENERAL**

2.1.1 Delete in its entirety and substitute the following:

2.1.1 The term "Owner" or "City of Springfield" sometimes also referred to as the "Awarding Authority" or "Authority" means the "City of Springfield", identified in the Owner-Contractor Agreement, organized and existing under the Laws of the Commonwealth of Massachusetts. No member of the Authority shall in any way, directly or indirectly be personally liable under any of the provisions of this Contract.

2.1.2 Delete the words "within fifteen days".

2.1.3 Add the following Paragraphs 2.1.3 and 2.1.4:

2.1.4.

2.1.3 Items requiring the Owner's signature as per Paragraph 2.1.4 shall be valid only with the signature of the Owner or with the signature of those designated to act in his/her behalf effective on or starting from the date of the Owner's signature.

2.1.4 Items requiring the Owner's signature to be valid shall include but not be limited to the following:

1. Application for Building Permit or other required applications for permits.
2. Change Orders, whether or not they affect a change in the Contract Sum or in the Contract Time.
3. Written orders, notices, and approvals given by the Owner pursuant to the Contract Documents or pursuant to any Laws applicable to this Contract.
4. Stop Work Order.
5. Certificate of Substantial Completion.
6. Final Payment.
7. Termination of Contract.
8. In any instance needing clarification as to whose signature is required, the Contractor shall seek clarification in writing from the Architect.

2.2 **INFORMATION AND SERVICES REQUIRED OF THE OWNER**

2.2.1 Delete subparagraph 2.2.1.

2.2.4 Change to read as follows:

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

2.2.4 Information or services required of the Owner hereunder by the Contract Documents, shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

2.2.5 Delete in its entirety and substitute the following:

2.2.5 The Owner will allow the Contractor, free of charge, to pick up all remaining sets of Contract Documents leftover from the bidding process, which includes two (2) sets for record purposes. The Contractor, at his own expense, shall obtain, reproduce, provide, and distribute all additional prints or transparencies as required for his own and his Sub-contractors' use. The Contractor shall have the sole responsibility of determining the completeness of all sets of Contract Documents both received from the Owner and reproduced for his own use and for the use of his sub-contractors.

2.4 **OWNER'S RIGHT TO CARRY OUT THE WORK**

2.4.1 Delete the first and second sentences and substitute the following:

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to begin and prosecute correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies.

ARTICLE 3 - CONTRACTOR

3.1 **GENERAL**

3.1.1 Change the beginning to read:

3.1.1 The "Contractor", sometimes referred to as the "General Contractor", is the person or

3.2 **REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.2.1 Change subparagraph 3.2.1 to read as follows:

3.2.1 Before starting the Work, and at frequent intervals during the progress thereof, the Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by the Owner pursuant to subparagraph 2.2.2 and shall at once report in writing to the Architect any error, inconsistency or omission the Contractor may discover. Any necessary change shall be ordered as provided in Article 7, subject to the requirements of Paragraph 1.2 and other provisions of the Contract Documents. If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonable study of the Contract Documents the Contractor could have discovered such, the Contractor shall bear all written costs arising therefrom.

3.2.2 Delete the last sentence of Paragraph 3.2.2 and insert the following:

The Contractor shall promptly report to, and await for the reply from the Architect, any inconsistencies he may discover. The Architect shall reply forthwith.

3.2.4 Add the following new Paragraphs 3.2.4 and 3.2.5:

3.2.4 The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, information clarification, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request in writing additional Drawings or instructions from the Architect as

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

provided in subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions from the Architect in writing, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Change to read as follows:

The Contractor shall supervise, and coordinate, schedule, and direct the Work, using the Contractor's best skill and attention. To this end, he shall employ a superintendent that shall be on the site at all times work is in progress for any trade. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

Where the Contract Documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, but the actual determination of whether or not the described operations may be safely and suitably employed on the Work shall be the responsibility of the Contractor, who shall notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work if these differ from those mentioned in the Contract Documents. All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences or procedures shall be borne by the Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless the Contractor has given timely notice to the Owner and Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed at the Owner's risk.

3.3.2 Change subparagraph 3.3.2 to read as follows:

3.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of all entities or persons performing or supplying the Work.

3.3.5 Add the following Subparagraphs 3.3.5 through 3.3.7:

3.3.7

3.3.5 The Contractor, at his own expense, shall do all engineering required for establishing grades, lines, levels, dimensions, and reference points for all trades; shall be responsible for maintaining bench marks and other survey marks; and shall replace as directed any bench mark or survey marks which may have been disturbed or destroyed.

3.3.6 Unless otherwise required under the Contract Documents, or directed in writing by the Architect, all Work shall be done during regular working hours. However, if the Contractor desires to carry on the Work outside of regular working hours or on Saturdays, Federal or Massachusetts State Holidays, he/she shall allow ample time to enable satisfactory arrangements to be made for security and inspecting Work in progress and shall bear all costs with respect thereto. The Owner shall invoice the Contractor directly for such costs. The Contractor shall coordinate all requests for non-regular hour work with the Owner at least 48-hours prior to such work and directly pay overtime to the appropriate personnel. This payment shall be at the Contractor's sole expense. No work shall be performed on the interior of a building without the Project Representative being present.

3.3.7 The Contractor shall be responsible for the proper fitting of all work and the coordination of the operations of all trades, Subcontractors or material men engaged upon the work. The Contractor shall be prepared to guarantee each of his Subcontractors the dimensions which they may be required for the fitting of their work to all surrounding work, and shall do or cause the agents to do all cutting, fitting, adjusting and

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

patching necessary to make the several parts of the work come together properly and to fit the work to receive or be received by that of other Contractors.

3.4 LABOR AND MATERIALS

3.4.1 Add the following sentence to the end of sub-paragraph 3.4.1:

3.4.1 The word "provide" shall mean furnish and install complete, including connections, unless otherwise specified.

3.4.2 Change to read as follows: The Contractor may make substitutions only with the consent of the Owner after evaluation by the Architect. The equality of items offered as "equal" to the items named or described shall be proved to the satisfaction of the Owner and/or their Agent at the sole expense of the Contractor or Subcontractor submitting the substitution.

3.4.4 Add the following Sub-Paragraphs 3.4.4 through 3.4.7:

3.4.7

3.4.4 The Contractor or Subcontractor, as the case may be, shall assume full responsibility for the proper performance of any item submitted as "equal" and approved as described in 3.4 to the specific or specifics named and assume the costs of any changes in his own Work or in the Work of other trades which may be due to such substitution.

3.4.5 Should the Contractor wish to substitute another product or method for products or methods specified or shown in Contract Documents, whether or not such phrases as "or equal", "equivalent to", "equal to", or "based on" are used, he shall apply in writing for approval. He shall enclose such data as Architect requires to evaluate products. Contractor is responsible for space requirements of substitutions, he shall be responsible for all costs necessary to adjust adjacent or affected work and execute necessary changes in adjacent and relocate work as directed by the Architect, which are due to such substitutions, and he shall be responsible for delays required for evaluation of proposed substitutions.

3.4.6 During selection for the Award of the Contract, the Bidder shall furnish to the Owner through the Architect in writing the following information:

1. Names of persons and entities furnishing equipment and materials (including any Sub-Contractors).
2. Names of manufacturers, products (including model number), and suppliers of equipment proposed for this project.
3. Product data for any product, material, -or equipment proposed for this project as requested.

3.4.7 In accordance with Section 39M of Chapter 30 of the General Laws "an item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said Specifications".

3.5 WARRANTY

3.5.1 Change the first sentence of subparagraph 3.5.1 to read as follows:

The Contractor warrants that the materials and equipment furnished under the Contract will be new and of current year manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents and Warranty period.

Delete the last two sentences.

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

3.5.2 Add new subparagraphs 3.5.2 through 3.5.11 as follows:

3.5.11

- 3.5.2 The Contractor shall not be required to warrant good title to any materials, supplies or equipment required to be installed in the project by or for any public utility company or corporation or the **City of Springfield** or any department whereof to which title remains in the installing body due to laws, rules or regulations of such body. The Contractor shall, however inform the Owner (in writing) as to conditions of title and as to location where the materials, supplies, or equipment are installed in the work.
- 3.5.3 If at any time before or within 61 days after Final Acceptance, any person or persons, who claims to have performed any labor or furnished any material toward the performance or completion of this Contract, shall file with the Owner or any other proper person under applicable Massachusetts law any such notice or lien as is described under Massachusetts Law, then and in every case the Owner shall have the right to retain, anything herein contained to the contrary thereof, notwithstanding, from the moneys under its control or due or to become due under this agreement, so much of such moneys as shall be sufficient to pay off, satisfy and discharge the amount in such notice, together with the reasonable costs of any such action or actions brought or that may be brought to enforce such claims or the lien created by the filing of such notice. The moneys so retained shall be retained by the Owner until the lien thereof created by said laws and filing of said notice shall be discharged pursuant to the provisions of said law.
- 3.5.4 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's sole expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.
- 3.5.5 In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall furnish the product of the named manufacturer (s) without substitution, unless a written request for a substitute has been submitted by the Contractor and approved in writing by the Architect and Owner as provided in sub-paragraph 3.5.4.
- 3.5.6 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.
- 3.5.7 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the sole opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.
- 3.5.8 The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutions which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect,

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

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

3.5.10 The warranty period in this paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

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

3.6 TAXES

3.6.1 Add the following new Subparagraph 3.6.1:

3.6.1.1 This Project is exempt from payment of state sales and use tax under an exemption number that can be obtained after bid award and Contract signing or a Notice to Proceed from the City of Springfield's Department of Purchase.

3.7 PERMITS, FEES AND NOTICES

Delete Paragraph 3.7.1 and insert the following:

3.7.1 The Building Construction Permit and the Permits for Demolition, Plumbing, HVAC and Electrical work legally required to be obtained from the City of Springfield's Code Enforcement Department for execution of the work shall be secured by and at no cost to the Contractor. All other permits, certificates of occupancy, fees, licenses, taxes, deposits, hook-up fees, etc. necessary for completion of the work shall be obtained and paid for by the Contractor including solid waste disposal per MGL C40, S54 and Water Commission Permit.

3.9 SUPERINTENDENT

3.9 Change the title to read: "SUPERINTENDENCE".

3.9.1 Change the first sentence to read as follows:

The Contractor shall employ a competent superintendent, reasonably acceptable to the Owner, and necessary assistants who shall be in attendance at the Project Site full time during the progress of the Work until the date of Final Acceptance by the Owner, and for such additional time thereafter as the Architect may determined to be necessary for expeditious completion of the Work. If at any time there is a Subcontractor on site, the superintendent shall also be in attendance. The Contractor shall remove the superintendent if requested to do so in writing by the Owner, and shall promptly replace him with a competent person reasonably acceptable to the Owner.

3.9.2 - Add new Sub-paragraphs 3.9.2 through 3.9.5 as follows:
3.9.5

3.9.2. The Contractor shall retain at his own expense, a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The Engineer

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or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.

- 3.9.3 The Contractor shall establish the building grades, lines, levels, column, wall and partition lines required by the various Subcontractors in laying out their Work.
- 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate Contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.
- 3.9.5 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time to time request to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.10.1.1 Add the following sub-paragraph 3.10.1.1:

3.10.1.1 The Contractor shall prepare and submit to the Architect a progress schedule as described in subparagraphs 8.2.4 through 8.2.10, and related to the schedule of values required under Article 9. The progress schedule shall include an estimated cash flow schedule showing anticipated monthly expenditures throughout the duration of the Contract based on the schedule of values. A copy of the progress schedule shall be kept in the Contractor's field office and shall be brought up to date each month to show the actual progress of the Work.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Change Subparagraph 3.12.6 to read as follows:

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

3.12.8 Delete the following:

3.12.8 or Construction Change Directive

3.12.9 Add the following sentence at the end of Subparagraph 3.12.9:

Unless such written notice has been given, the Architect's approval of a resubmitted Shop Drawing, Product Data, Sample, or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.11 Add Paragraph 3.12.11 as follows:

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4.1. ARCHITECT

4.1. Delete the last sentence and add the following:

The terms "Architect" and "Architect-Engineer" mean the person or firm licensed to practice architecture and/or engineering in the Commonwealth of Massachusetts and under Contract with the Owner for architectural and engineering services related to the work.

4.1.2 Delete Subparagraph 4.1.2 in its entirety.

4.1.3 Change the word ~~Aemploy~~ to ~~Aprovide~~.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.4. Communications Facilitating Contract Administration

4.2.4 Add the following Sub-paragraphs 4.2.4.1 and 4.2.4.2:

4.2.4.1 Communications shall be in writing and be considered given if delivered at the office of the Contractor; or if in a sealed, postage-prepaid envelope addressed to the Contractor's office and deposited in the United States mail, Express Mail, and/or facsimile transmittal (FAX) with written acknowledgement of receipt.

4.2.4.2 Communications shall be in writing, addressed to the Owner's Representative; Attention: **Peter Garvey, Director, Department of Capital Asset Construction, 36 Court Street, Springfield, Massachusetts, 01103** and be considered given if the original is delivered to the office of the Architect, with a copy in a sealed, postage prepaid envelope, addressed to the Owner, deposited in the United States mail.

4.2.7 In subparagraph 4.2.7, add to the end of the first sentence:

"and only to the extent which the Architect believes desirable to protect the Owner's interest".

Change the second sentence to read:

"The Architect's actions will be taken with reasonable promptness, while allowing sufficient time in the Architect's professional judgment to permit adequate review, taking into account the time periods set forth in the latest schedule prepared by the Contractor and approved by the Architect pursuant to subparagraphs 8.2.4 through 8.2.10".

In the fifth sentence, delete the words "unless otherwise specifically stated by the Architect".

4.2.11 Delete the last sentence of Subparagraph 4.2.11 and Substitute the following:

The Architect may, as the Architect judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such Drawings or instructions may be effected by field order or other notice to the Contractor, and provided such Drawings or instructions do not alter the existing and are consistent with the existing Contract Documents, the Work shall be executed in accordance with such additional Drawings or instructions without additional cost or extension of the Contract Time. If the Contractor claims additional cost or time on account of such additional Drawings or instructions, the Contractor shall give the notice provided in subparagraph 4.3.7.

4.2.13 Delete and Add the following:

4.2.13 The Architect's decision on matters relating to aesthetic effect will not deviate from the previously approved Contract Document without proper written approval from the Owner.

4.3 CLAIMS AND DISPUTES

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4.3.2.1 Add Subparagraph 4.3.2.1 as follows:

Any change or addition to a previously made Claim shall be made by timely written notice in accordance with this subparagraph 4.3.2.

4.3.4 Change subparagraph 4.3.3 to read as follows:

4.3.4 In accordance with MGLC.30, Section 39N, if during the progress of the work, the Contractor or the City of Springfield 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 City of Springfield may request an equitable adjustment in the Contract sum 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 City of Springfield 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 originally 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 City of Springfield shall make an equitable adjustment in the Contract sum and the Contract shall be modified in writing accordingly. Should conditions encountered below the surface of the ground require that footings, foundations or other parts of the building or other structure be raised, lowered or changed, or if additional depth of excavation below the levels shown on the Drawings is required in order to provide proper bearing for the building or other structure or for any permanent utilities on the site or for permanent grading or other permanent site work, and change in the amount of excavation, dewatering, sheeting, protection, rock excavation, backfill, concrete or other structural work, or any other work permanently incorporated in the building shall be considered a change in the Work, and the Contract Sum shall be adjusted as provided in this Article, provided that the Work has been ordered in writing as provided in 7.1.1. There shall be no adjustment of the Contract Sum on account of other costs resulting from subsoil or water conditions including, without limitation, costs on account of delay, administration, operations, cave-in or collapse of excavations.

4.3.5 Change subparagraph 4.3.5 to read as follows:

4.3.5 If the Contractor claims that any acts or omissions of the Owner or the Architect, including any instructions or orders, whether oral, written, by Drawings, or otherwise, involve extra cost or time, and the Contractor has not received a written acknowledgement by the Owner or Architect that extra payment will be made or time extended on account thereof, the Contractor shall, within 21 calendar days of the date of said acts or omissions, so notify the Architect in writing of such Claim and shall not proceed with the Work relating to such Claim until the Contractor has received a further written order to proceed in accordance with Paragraph 4.4 except, as provided in Paragraph 10.3, in the case of an emergency affecting life or property. No Claim by the Contractor on account of such acts, omissions, instructions or orders shall be considered valid unless the Contractor has so notified the Architect, before proceeding, and has received the further written order to proceed.

4.3.7.1 Add the following to the end of subparagraph 4.3.7.1:

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract time, and shall furnish the Architect with such documentation relating thereto as the Architect may reasonably require. Estimates of extension of time shall be accompanied by a schedule showing how the critical path has been affected.

4.3.7.2 Delete Subparagraph 4.3.7.2.

4.3.9 Delete Subparagraph 4.3.9.

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4.3.10 Delete Subparagraph 4.3.10.

4.4 **RESOLUTION OF CLAIM AND DISPUTES**

4.4 Delete this Section in its entirety.

4.5 **MEDIATION**

Delete this Section in its entirety. Delete all references to "arbitrators" and "arbitration" from this Section and any other references to arbitration in the General Conditions and Supplementary Conditions of the Contract, to Arbitration.

4.6 **ARBITRATION**

Delete this Section in its entirety. Delete all references to "arbitrators" and "arbitration" from this Section and any other references to arbitration in the General Conditions and Supplementary Conditions of the Contract, to Arbitration.

ARTICLE 5 - SUBCONTRACTORS

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

5.2.1 Delete Paragraph 5.2.1 and substitute the following:

5.2.1 Prior to starting the work the Contractor shall submit, in writing to the Owner, a list, through the Architect, of proposed Contractor/Subcontractors (including those who are to furnish materials or equipment fabricated to a special design) for Owner's review and approval. The Architect will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation has reasonable objection to any proposed Contractor/Subcontractor person or entity.

5.2.2 Change the first sentence of subparagraph 5.2.2 as follows:

The Contractor shall not contract with proposed person or entity whom the Owner, or Architect has made timely objection.

5.2.3 Change the first sentence of subparagraph 5.2.3 as follows:

If the Owner or Architect has reasonable objection to a Contractor/Subcontractor, person or entity, the Contractor shall propose another to whom the Owner and Architect has no reasonable objection.

5.2.5 Add new subparagraph 5.2.5 as follows:

The form of each subcontract shall be submitted to the Owner for its approval, which shall not be unreasonably withheld or delayed. Each subcontract shall expressly provide for the contingent assignment referred to in subparagraph 5.4.1.

5.4 **CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.4.2 Delete subparagraph 5.4.2.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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6.1 **OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

6.1.4 Delete subparagraph 6.1.4.

6.2 **MUTUAL RESPONSIBILITY**

6.2.4 Add the following at the end of subparagraph 6.2.4:

If such separate Contractor sues or initiates any proceeding against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy any judgment and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

6.2.4.1 Add subparagraph 6.2.4.1 as follows:

6.2.4.1 Should the Contractor sustain damage through an act or omission of any separate Contractor, or should the Contractor sustain damage through an act or omission of a subcontractor or any such separate Contractor, the Contractor shall have no claim against the Owner for such damage. The settlement of any claim set forth in this paragraph shall in no case be a cause for delays in the Work.

6.2.6 Add the following Paragraph 6.2.6:

6.2.6 If any part of the Contractor's work depends, for proper execution or results, upon the work of any other separate Contractor, the Contractor shall inspect and promptly report to the Architect any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's work.

ARTICLE 7 - CHANGES IN THE WORK:

7.1 **GENERAL**

7.1.2 Change Subparagraph 7.1.2 and 7.1.3 to read as follows:

7.1.2 A Change Order shall be based upon a signed Change Order by Owner, Contractor and Architect.

7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents and the Contractor shall proceed promptly unless otherwise provided in the Change Order.

7.2 **CHANGE ORDERS**

7.2.2 Change subparagraph 7.2.2 to read as follows:

7.2.2 Methods used in determining adjustments to the Contract may include those listed in Subparagraphs 7.2.3 and 7.2.3.1 and 7.2.3.2.

7.2.2.1 Add the following new Sub-paragraph 7.2.2.1:

7.2.2.1 Method of determining overhead and profit for Change Orders shall be in compliance with Subparagraphs 7.2.3 and 7.2.3.1

7.2.3 Add the following new Sub-paragraph 7.2.3:

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7.2.3 Upon request of the Owner or the Architect, the Contractor shall, without cost to the Owner, submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra work or change. The estimate shall indicate the quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown and shall be as indicated in the schedule of Prevailing Wages included in the Contract Documents. The Contractor shall promptly revise and resubmit such estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of facts or mathematical errors. In order to establish the exact cost of new work added or of previously required work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's sole expense.

7.2.3.1 For extra work performed by the General Contractor's own forces, the cost to the Owner may include an allowance for overhead and profit not to exceed 10 percent of the net cost of the work as defined and modified below.

1. For extra work performed by a Subcontractor or Sub-Subcontractors, the cost to the Owner may include the net cost to the Subcontractor plus an allowance not to exceed 10 percent for the Subcontractor's or Sub-Subcontractor's overhead and profit and not to exceed 5 percent for the General Contractor's overhead and profit. The Subcontractor shall be allowed a 5 percent markup over net cost of a Sub-Subcontractor's extra work.
2. "Net Cost," as used herein, shall not include a percentage for overhead and profit on items of social security, health and welfare, old age and unemployment insurance, contributions to pension funds, education and training funds, industry improvement funds, and similar fringe benefits. All labor costs shall be figured based on the Prevailing Wages indicated for that trade category. If there are no prevailing wage rates indicated for the trade, labor costs shall be figured based on direct salary plus insurance and benefits. If deductions are ordered, the credit shall be computed at net cost. Among the items to be considered as overhead are insurance, other than as mentioned above, bond or bonds, supervision, superintendents, supervising, foremen not directly attributable to the change, timekeepers, clerks, watchmen, use of small tools, incidental job burdens and general office expenses, and other items not included in "cost" as herein defined. Layout work by field engineer incidental to Change Orders shall be considered as overhead.

7.2.3.2 For extra work which there are Unit Prices, the extra cost to the Owner shall be figured based on the Unit Price schedule in place at the time of the signing of the Contract. Unit Prices shall include all overhead, profit, insurance, labor and materials required to perform the work indicated.

7.3. CONSTRUCTION CHANGE DIRECTIVES

Delete this section in its entirety

Delete all references to Construction Change Directive(s) from paragraphs in this Section and any other references in the General Conditions and Supplementary Conditions of the Contract.

ARTICLE 8 - TIME:

8.1 DEFINITIONS

8.1.2 Add the words "or the date on the Notice to Proceed" at the end of the sentence.

8.2 PROGRESS AND COMPLETION

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8.2.3.1 Add new subparagraphs 8.2.3.1 through 8.2.10 as follows:
8.2.10

8.2.3.1 The date of Substantial Completion is hereby established as the time stated in the Specifications and/or Contract Agreement, Article XI, plus, any extension of time granted by the Owner through a Change Order amending the Contract. All Work carried on outside of regular working hours shall be done at the Contractor's sole expense, including such additional expenses described in subparagraph 3.3.6.

8.2.3.2 If the Contractor shall neglect, fail, or refuse to complete all the Work before the date herein specified, extended as specified in the General Conditions above, then the Contractor does hereby agree, as partial consideration for the awarding of the Contract, to pay to the Owner the sum of \$1,000.00 for each consecutive calendar day thereafter that the Contractor shall be in default, not as a penalty but as liquidated damages for such breach of Contract.

8.2.4 Within 5 days of contract award, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, that this project can be completed within the 30 day time period granted for Substantial Completion pursuant to Article XI of the City of Springfield's Contract.

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

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

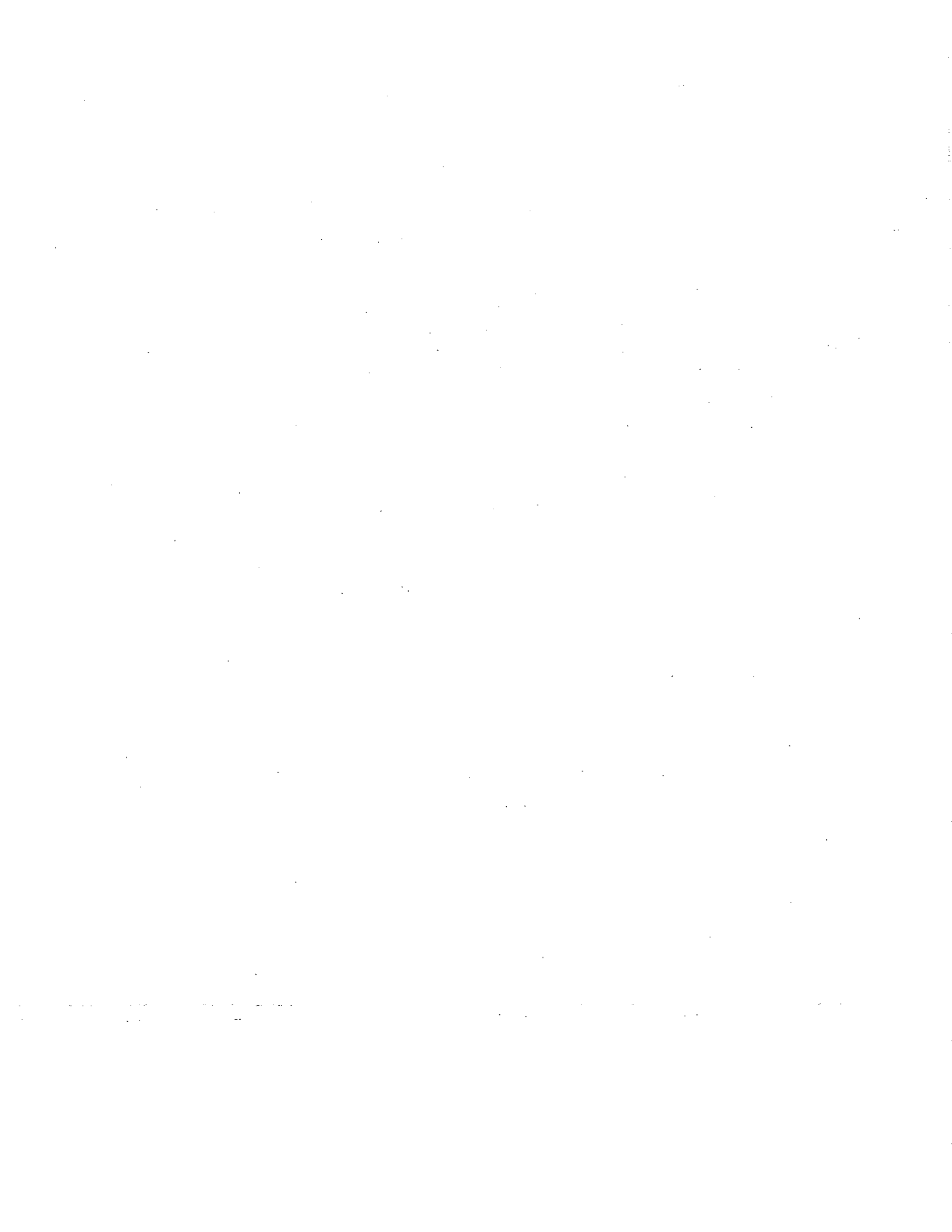
8.2.7 If each of three successive applications, as certified by the Architect, indicate that the actual Work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under Paragraph 14.2

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

8.2.9 If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

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

8.3 DELAYS AND EXTENSIONS OF TIME



ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 In subparagraph 9.1.1, change "total" in line two to "maximum".

9.2 SCHEDULE OF VALUES

Add the following Subparagraph 9.2.1.1:

9.2.1.1 The Schedule of Values shall contain separate items broken down in such form as to be organized to conform to the Architect's and Owner's requirements, and shall be revised if later found by the Architect to be inaccurate.

9.3 APPLICATION FOR PAYMENT

9.3.1 Delete Paragraph 9.3.1 entirely and insert the following:

9.3.1 A preliminary Application for Payment shall be submitted to the Architect and Project Representative for prior approval seven (7) days before the date set for submittal of the formal Application for Payment. Applications for Payment which have not had proper review and approval by the Architect will be rejected. On the First of each month, the Contractor shall deliver to the Architect by hand or registered or certified mail four (4) itemized and notarized Application for Payments, supported by such data substantiating its accuracy as the Owner or the Architect may require, and reflecting retainage as provided in Paragraph 9.3.1.3 as supplemented. Such Application for Payment shall be submitted on an AIA G702 and G703 or other form acceptable to the Architect. The Application for Payment form shall show separately:

1. The value of labor and materials incorporated in the Work.
2. The value, kind, and quantity of each item of material or equipment not incorporated in the Work but delivered and suitably stored at the site.
3. The value, kind, and quantity of each item of material or equipment not incorporated in the Work but suitably stored at some other location agreed upon in writing.
4. All Change Orders "approved" up to the date of the Application for Payment. "Approved" means the Contract has been Amended to reflect the Change Order attributes by being signed by the Mayor.
5. All Periodic Applications for Payment shall be accompanied by Contractor's invoice breaking down the total value of the work of the Application into labor, material and taxes. Periodic and Final Payment will be delayed by the Owner until the above described invoice is submitted.
6. Contractor shall forward payroll reports to the Department of Purchase concurrent with Applications for Payment to the Architect.

9.3.1.1 Delete Subparagraph 9.3.1.1 in its entirety and insert the following:

On the First of the Month, each Application for Payment delivered to the Architect from the Contractor shall be supplemented with two (2) copies each of the Contractor's Affidavit of Payment of Debts and Claims on AIA Document Form G706, and separate Subcontractor's Affidavit of Release of Liens AIA Document G706A, or other acceptable form to the Architect for the previous month's Application for Payment or Payment received by the Contractor from the Owner.

9.3.1.3 Add the following Sub-Paragraph 9.3.1.3:

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9.3.1.3 Until Substantial Completion, the Owner shall pay the Contractor ninety-percent (90%) of the amount due for work performed for each Progress Payment.

9.3.2 Add the following sentence at the end of Sub-paragraph 9.3.2:

The Contractor shall reimburse the Owner for any loss or damage to such unincorporated materials or equipment not covered by insurance.

9.3.3 Change the first sentence of Sub-paragraph 9.3.3 to read as follows

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens". The Contractor further agrees that the submission of any application for payment shall conclusively be deemed to waive all liens with respect to said work to which the Contractor may then be entitled, provided that such waiver of the lien rights shall not waive the Contractor's right to payment for such work.

9.3.4 Add the following Sub-Paragraphs 9.3.4 through 9.3.6:

9.3.6

9.3.4 In no event may materials or equipment be deemed delivered and suitably stored at the site (or at some other location within the City of Springfield as agreed upon in writing), unless the following requirements are met:

1. The materials or equipment are ready for and actually scheduled for prompt use, as so-called stockpiling is expressly forbidden, except as otherwise specified or permitted by the Architect.
2. The materials or equipment meet the requirements of the Contract Documents and required submittals have been approved by the Architect.
3. The Contractor can and will adequately protect the materials or equipment until they are incorporated in the work.
4. The Contractor will pay storage charges and related expenses if materials or equipment are stored at some other location agreed upon in writing.
5. The Contractor provides a detailed invoice indicating materials, quantities, unit prices and location of materials that can be verified by the Project Representative prior to the presentation of the request for payment of stored materials.

9.3.5 Each Application for Payment or periodic estimate requesting payment shall be accompanied by a waiver of liens from each Subcontractor or a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

9.3.6 All Applications for Payment, Schedules, Correspondence, Warranty information, etc., shall be addressed to the attention of the Architect. Applications for Payment should be made on an AIA Form G702 and G703 with four (4) copies to the Architect. All copies shall be original, filled in completely, signed, notarized and be forwarded to the Architect for review and certification.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1 In subparagraph 9.5.1 change item .6 and add new items .8, .9, and .10 as follows:

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6. reasonable evidence that the Work will not be completed within the Contract Time and that retainage currently held by the Owner would not be adequate to cover actual or liquidated damages for the anticipated delay;
8. a lien or attachment is filed contrary to subparagraph 4.5.9; or
9. failure of mechanical trade or electrical trade subcontractors to comply with mandatory requirements for maintaining Record Drawings. The Contractor shall check Record Drawings each month. Written confirmation that the Record Drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition.
10. failure of the Contractor to provide the proper manifests for disposal of hazardous materials, including, but not limited to, removed oil tanks, asbestos, lead and PCB-containing ballasts.

9.6 **PROGRESS PAYMENTS**

9.6.3 Delete subparagraph 9.6.3.

9.6.4 Change subparagraph 9.6.4 to read as follows:

Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, Sub-subcontractor or material supplier, except as otherwise provided by MGL C.30, Section 39F.

9.6.5 Delete subparagraph 9.6.5.

9.7 **FAILURE OF PAYMENT**

9.7.1 Delete the words "or awarded by arbitration" from line 6 of subparagraph 9.7.1

9.8 **SUBSTANTIAL COMPLETION**

9.8.1 Add at the end of subparagraph 9.8.1:

"and only minor items which can be corrected or completed without any material interference with the Owner's use of the Work remain to be corrected or completed".

9.8.2 Replace subparagraph 9.8.2 with the following:

When the Contractor considers that the Work, or a portion thereof designated in the Contract Documents for separate completion, is substantially complete and the premises comply with subparagraph 9.8.1, the Contractor shall submit to the Architect (1) a complete list of items to be completed or corrected, (2) all special warranties required by the Contract Documents, endorsed by the Architect and (3) the permits and certificates referred to in subparagraph 13.5.4. The failure to include any items on the list mentioned in the preceding sentence does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete and the other conditions have been met, the Architect will then prepare a Certificate of Substantial Completion, using AIA form G704, current edition, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

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9.9.1 Change subparagraph 9.9.1 to read as follows:

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. Such partial occupancy or use may begin whether or not the portion is substantially complete, provided that the respective responsibilities of the Owner and Contractor with respect to payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, and warranties shall be determined by the Architect subject to the right of either party to contest such determination as provided in Paragraph 4.5.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.2 Replace the second sentence of subparagraph 9.10.2 with the following:

If the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor, as a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

10.1.2 Delete subparagraph 10.1.2, 10.1.3 and 10.1.4.
10.1.4

10.2.1 In subparagraph 10.2.1.2, delete the word "and" at the end of the subparagraph. In subparagraph 10.2.1.3, add the word "and demolition" to the end of subparagraph.

10.2.1.4. Add new subparagraph 10.2.1.4 as follows:

Any other property of the Owner, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access.

10.2.5 Replace subparagraph 10.2.5 with the following:

10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in clauses 10.2.1.2, 10.2.1.3 and 10.2.1.4. If the damage or loss is due in whole or in part to the Contractor's failure to take the precautions required by this Paragraph 10.2, the Contractor shall, subject to any reimbursement to which the Contractor is entitled under property insurance required by the Contract Documents, bear the cost.

10.2.8 - Add new subparagraphs 10.2.8 through 10.2.11 as follows:
10.2.11

10.2.8 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local Fire Chief or Fire Marshall. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

10.2.9 The Contractor shall at all times protect excavations, trenches, buildings and materials, from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping, filtration, legal disposal and other equipment and labor necessary to this end at no additional cost to the Contract.

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

- 10.2.9.1 Contractor shall protect all fire hydrants, gas meters, manhole(s), roofing, canopies, catch basins, dumpers and dumpster pads, fuel, fuel oil tanks, fuel oil tank aprons, bollards, fencing, curbs, concrete or asphalt, landscaping or sitescaping, etc., from damage.
- 10.2.10 The Contractor shall remove snow and ice which might result in damage or delay.
- 10.2.11 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents. If ventilation system is used during construction, contractor shall replace all affected filters upon substantial completion as part of this Contract.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 In the first sentence of subparagraph 11.1.1 following the word "located" insert the words "and to which the Owner has no reasonable objection".
- 11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add: including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project.
- 11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add: or persons or entities excluded by statute from the requirements of Clause 1.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause.
- 11.1.1.9 Add the following new subparagraphs 11.1.1.8 and 11.1.1.10:
- 11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
1. Premises Operations (including X, C and U Coverages as applicable),
 2. Independent Contractors' Protective,
 3. Products and Completed Operations,
 4. Personal Injury Liability with Employment Exclusion deleted,
 5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18,
 6. Owned, non-owned and hired motor vehicles, and
 7. Broad Form Property Damage including Completed Operations.
- 11.1.1.10 If the General Liability coverage's are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage's required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- 11.1.2 Delete in its entirety and substitute the following:

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

11.1.2 The insurance required by Subparagraph 11.1.1 shall be obtained from a company or companies authorized to do such business in the Commonwealth of Massachusetts and satisfactory to the Owner and shall be written for not less than any limits of liability specified herein below, or required by law, whichever is greater. Coverage's, whether written or on occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

1. Contractor and all his subcontractors shall maintain the following minimum coverage:

- a. Statutory Worker's Compensation Insurance applicable to the State in which the work is to be performed and, in addition, Employer's Liability Insurance with a minimum coverage of \$100,000.
- b. Comprehensive General Liability Insurance, including Contractual Liability, Completed Operations and Independent Contractor's Liability with combined single limit of \$2,000,000 each occurrence, and \$2,000,000 aggregate for Bodily Injury and Property Damage.

(1) The Owner shall be included as an Additional Insured.

(2) Property damage shall include the Hazards of Explosion, Collapse and Underground damage.

(3) Completed Operations coverage shall be carried for one year beyond the date of Final Acceptance by the Owner.

- c. Automobile Liability Insurance in limits of \$1,000,000 each person, \$1,000,000 each accident for Bodily Injury and \$1,000,000 each accident for Property Damage shall be carried in connection with the Ownership, maintenance or use of any owned, non-owned or hired vehicles.

2. Insurance in the amounts specified shall be carried in a company or companies satisfactory to the Owner.

3. The Contractor agrees that it shall file with the Owner before starting the work under this Contract Certificates of Insurance specified under (a), (b), and 8 above. The Certificates shall be endorsed by the insurance company carrying the coverage: "Not to be canceled without thirty (30) days prior written notice to the Owner".

4. The Contractor shall bear the risk of loss or damage from any cause whatsoever to Builders' machinery, tools, equipment, temporary structures and any equipment of like nature used or to be used by the Contractor, his agents, Subcontractors, material men, or his or their employees in the performance of this Contract or any modifications thereof or supplements thereto.

11.1.3 Add the following at the end of the second sentence of subparagraph 11.1.3:

These certificates shall set forth evidence of all coverage required by 11.1.1 and 11.1.2. The form of certificate shall be AIA Document G705 or equivalent form suitable to the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

11.3.1 Delete the second and third sentence in Subparagraph 11.3.1.

11.3.2 Delete Subparagraph 11.3.2.

11.3.3 Delete Subparagraph 11.3.3.

11.4 PROPERTY INSURANCE

11.4.1 Delete in its entirety and substitute the following:

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

- 11.4.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall be taken out in a company or companies against which the Owner has no reasonable objection and shall include the interests of the Owner, the Contractor, Subcontractors, and sub-subcontractors and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including, without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit which are included in an Application for Payment under Subparagraph 9.3.2. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim.
- 11.4.1.2 Delete this Paragraph 11.4.1.2.
- 11.4.1.3 Delete this Paragraph 11.4.1.3.
- 11.4.1.4 Delete this Paragraph 11.4.1.4.
- 11.4.1.5 Delete this Paragraph 11.4.1.5.
- 11.4.2 Delete this Paragraph 11.4.2.
- 11.4.3 Add the following to the end of the last sentence of subparagraph 11.4.3:
"to the extent covered and paid by insurance under this subparagraph 11.4.3".
- 11.4.4 Delete this paragraph 11.4.4.
- 11.4.6 Delete paragraph 11.4.6 in its entirety and substitute the following:
- 11.4.6 The Contractor shall file the original and one certified copy of all policies with the Owner on or before the date of the Notice to Proceed by the Owner. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, then the Contractor shall bear all reasonable costs properly attributable thereto.
- 11.4.7 Modify Subparagraph 11.4.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- 11.4.8 Modify Subparagraph 11.4.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".
- 11.4.9 Modify Subparagraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears. Delete the last two sentences of Subparagraph 11.4.9.
- 11.4.10 Delete Subparagraph 11.4.10.

11.5 PERFORMANCE BOND AND PAYMENT BOND

- 11.5.1 Delete Subparagraph 11.5.1 and substitute the following:
- 11.5.1 The Contractor shall furnish a Performance Bond and Labor and Material Bond for 100% of the Contract amount, written by a Surety licensed to do business in the Commonwealth of Massachusetts, the cost thereof shall be included in the Contract amount.
- 11.5.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

- 11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.
- 11.5.1.3 Submit on A.I.A. Document A312 or equivalent form to the City of Springfield Department of Purchase. It is the Contractor's responsibility to contact the City of Springfield Department of Purchase for any questions or concerns relating to bonds, insurance, or bidding forms.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.2 CORRECTION OF WORK

- 12.2.1 Add at the end of subparagraph 12.2.1:

"and any cost, loss, or damages to the Owner resulting from such failure or defect".

12.3 ACCEPTANCE OF NONCONFORMING WORK

- 12.3.2 Add the following paragraph 12.3.2:

- 12.3.2 Neither the final certificate of payment or any provisions in the Contract Documents for partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor or his sureties of liabilities in respect to any warranties or responsibilities for faulty materials or workmanship. The Contractor or his sureties shall remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance, unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness. The Contractor shall take prompt action to remedy these defects and the work of correcting defects shall be started within 72 hours of notice of observed defects.

- 12.4 Add the following new paragraph 12.4:

12.4 SPECIAL GUARANTEES AND WARRANTIES

- 12.4.1 All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or manufacturer must be delivered to the Architect before final payment to the Contractor may be requested for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.
- 12.4.2 The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his Work in accordance with the Contract Documents.
- 12.4.3 The Contractor's obligation to correct Work as set forth in Paragraph 12.2 is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

- 13.1.1 Add the following subparagraphs 13.1.1.1 through 13.1.1.5:

1. It is the Contractor's responsibility to perform, furnish, and install all work described or required in the Contract Documents in accordance with all applicable laws, state or federal, and all applicable ordinances, codes, rules, and regulations of the municipality wherein the project is to be constructed, or any public board or officer having jurisdiction, regulation, or control over any work to be done

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

hereunder. Cost for changes in the requirements of the Construction Drawings or Specifications required to achieve regulatory compliance, as described above, shall be borne by the Contractor and included in the scope of work of the construction Contract.

2. The Building Code for the Commonwealth of Massachusetts shall be the minimum required for all work, but the Specifications shall govern wherever the Specification requirements are in excess of, greater than, or more stringent than code requirements and are permitted under the code.
3. If any provisions of this Specification shall be such as to render it invalid or illegal, then, if it shall not appear to have been made by the parties, it shall not be deemed to form part thereof, but the business of the Specification shall remain in full force and effect.
4. Every provision required by law to be inserted herein, and especially those required by MA. G.L., Ch. 30 and 149, as amended, shall be incorporated herein by reference, to the extent that such is not already included herein, as if it were set forth herein in its entirety. These documents shall be read and enforced as though such provisions were included herein, and if, through mistake or otherwise, such provision is not as inserted or is incorrectly inserted, then, upon the application of either party, those documents shall be amended to meet the requirements of law.
5. In the event of any conflict between the provisions of these documents and the provisions required to be inserted herein, such latter provisions shall control.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 Replace the second sentence of subparagraph 13.2.1 with the following:

Except as hereinafter provided, neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Owner. The Owner may assign the Contract to any institutional lender providing construction or permanent financing for the Project or to any person acquiring the Owner's interest in the Project, and the Contractor agrees to execute all consents, certificates, and other documents required by such lender or other person in connection with such assignment.

13.2.3 Add new subparagraph 13.2.3 as follows:

If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement including without limitation, Claims under Article 12 or Claims which, under the terms of subparagraph 4.3.5, are reserved to the Owner after the making and acceptance of final payment, shall automatically transfer to such third party.

13.5 TEST AND INSPECTIONS

13.5.4 Change subparagraph 13.5.4 to read as follows:

13.5.4 The Contractor shall obtain and deliver promptly to the Architect any certificate of occupancy permit and any certificates of final inspection or testing of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipts of transportation and disposal manifests are required to be forwarded to the Architect for all hazardous and regulated wastes. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

13.5.5 Add the following sentence to subparagraph 13.5.5:

The Contractor shall provide the Architect seventy-two (72) hours written notice prior to each test, inspection or report.

CITY OF SPRINGFIELD SPECIAL SUPPLEMENTARY GENERAL CONDITIONS

13.5.7 - Add new subparagraphs 13.5.7 through 13.5.9 as follows:
13.5.9

13.5.7 All materials and workmanship shall be subject to inspection, examination, and test by the Architect at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Architect shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily replaced with new and proper material and rejected material promptly removed from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Owner may by contract or otherwise replace such material and/or correct such workmanship and charge the cost to the Contractor or may terminate the right of the Contractor to proceed, the Contractor and Surety being liable for any damage to the same extent as provided.

13.5.8 The Contractor shall furnish promptly, without additional charge, all reasonable facilities, labor and materials necessary for safe and convenient inspection and tests that may be required by the Architect. All inspections and tests shall be performed in such manner as not to unnecessarily delay the Work. Special, full-size and performance tests shall be as described in the Contract Documents.

13.5.9 The Contractor shall keep the Architect informed of the progress of the Work. No work shall be closed or covered until it has been duly inspected and approved. Should uninspected work be covered, the Contractor shall, at his own expense, uncover all such work so that it can be properly inspected and after such inspection, he shall properly repair and replace all work interfered with.

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, 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 conspicuous places available to employees and applicants for employment notices setting forth the policies of nondiscrimination.

13.9 OSHA

13.9.1 All Contractors submitting bids must (where applicable) be in compliance with OSHA Regulation 29 CFR Part 1910.146, The Confined Space Standard. Contractors must also adhere to the Massachusetts Department of Labor and Industries Regulation 454 Part 22 - Work in Confined Spaces.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY CONTRACTOR

14.1.1 Delete subparagraphs 14.1.1.4 and 14.1.1.5.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.5 Add the following subparagraph after subparagraph 14.2.1.4:

5. If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of the Contractor's creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if the Contractor fails to make prompt payment to Subcontractors for materials or labor, or persistently

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disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction or disregards an instruction, order or decision of the Architect, or otherwise is guilty of a substantial violation of any provision of the Contract, then the Contractor shall be in default, and the Owner may, without prejudice to any other right or remedy and upon written notice to the Contractor, take possession of all materials, tools, appliances, equipment, construction equipment and machinery and vehicles, offices and other facilities on the Project site, and all materials intended for the Work, wherever stored, and, seven (7) days after such notice, may terminate the employment of the Contractor, accept assignment of any or all subcontracts pursuant to Paragraph 5.4, and finish the Work by whatever method the Owner may deem expedient. The Owner shall be entitled to collect from the Contractor all direct, indirect, and consequential damages suffered by the Owner on account of the Contractor's default, including without limitation additional services and expenses of the Architect made necessary thereby. The Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

14.3 Delete Paragraph 14.3 in its entirety and substitute the following:

14.3 TERMINATION BY THE OWNER FOR CONVENIENCE

- 14.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- 14.3.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
1. Cease operations as directed by the Owner in the notice;
 2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.
- 14.3.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Subparagraph 14.1.2.

END OF SECTION

AIA® Document A201™ – 1997

General Conditions of the Contract for Construction

For use with AIA Document G612–2001 Part B only.

NOTE: AIA Document A201™–1997, which expired on May 31, 2009, is replaced by AIA Document A201™–2007. Because AIA Document G612™–2001 Part B, *Instructions to the Architect: Insurance and Bonds*, contains references to A201–1997, this version of AIA Document A201–1997 is made available in Portable Document Format (PDF) for use with AIA Document G612.

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

This document has been approved and endorsed by The Associated General Contractors of America

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons or entities other than the Owner and Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications:

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

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

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§ 1.3 CAPITALIZATION

§ 1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

§ 1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 EXECUTION OF CONTRACT DOCUMENTS

§ 1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

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

§ 1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Architect or the Architect's consultants, and unless otherwise indicated the Architect and the Architect's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Architect, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' copyrights or other reserved rights.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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§ 2.2.2 Except for permits and fees, including those required under Section 3.7.1, which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

§ 2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§ 2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or

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omissions discovered by the Contractor shall be reported promptly to the Architect as a request for information in such form as the Architect may require.

§ 3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Architect, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Architect.

§ 3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Architect in response to the Contractor's notices or requests for information pursuant to Sections 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Sections 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Architect.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, 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.

§ 3.4.2 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 3.5 WARRANTY

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions

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not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

§ 3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES AND NOTICES

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

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

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

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances.
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

§ 3.9 SUPERINTENDENT

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits

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current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action.

§ 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued

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authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

§ 3.13 USE OF SITE

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

§ 3.16 ACCESS TO WORK

§ 3.16.1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

§ 3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a

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particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Section 11.3, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

§ 4.1 ARCHITECT

§ 4.1.1 The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a new Architect against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

§ 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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§ 4.2.3 The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4.

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Architect shall be furnished in compliance with this Section 4.2, then delay shall not be recognized on account of failure by the Architect to furnish such interpretations until 15 days after written request is made for them.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations

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and initial decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.

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

§ 4.3 CLAIMS AND DISPUTES

§ 4.3.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 4.3.2 **Time Limits on Claims.** Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 4.3.3 **Continuing Contract Performance.** Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 4.3.4 **Claims for Concealed or Unknown Conditions.** If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Architect has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Architect for initial determination, subject to further proceedings pursuant to Section 4.4.

§ 4.3.5 **Claims for Additional Cost.** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§ 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Architect, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Architect, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Section 4.3.

§ 4.3.7 Claims for Additional Time

§ 4.3.7.1 If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 4.3.10 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 4.3.10 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES

§ 4.4.1 Decision of Architect. Claims, including those alleging an error or omission by the Architect but excluding those arising under Sections 10.3 through 10.5, shall be referred initially to the Architect for decision. An initial decision by the Architect shall be required as a condition precedent to mediation, arbitration or litigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no decision having been rendered by the Architect. The Architect will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the merits of the Claim or if the Architect concludes that, in the Architect's sole discretion, it would be inappropriate for the Architect to resolve the Claim.

§ 4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision. The Architect may request the Owner to authorize retention of such persons at the Owner's expense.

§ 4.4.4 If the Architect requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Architect when the response or supporting data will be furnished or advise the Architect that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Architect will either reject or approve the Claim in whole or in part.

§ 4.4.5 The Architect will approve or reject Claims by written decision, which shall state the reasons therefor and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be final and binding on the parties but subject to mediation and arbitration.

§ 4.4.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and arbitration and (2) a demand for arbitration of a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand arbitration within said 30 days' period shall result in the Architect's decision becoming final and binding upon the Owner and Contractor. If the Architect renders a decision after arbitration proceedings have been initiated, such decision may

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be entered as evidence, but shall not supersede arbitration proceedings unless the decision is acceptable to all parties concerned.

§ 4.4.7 Upon receipt of a Claim against the Contractor or at any time thereafter, the Architect or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Architect or the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, by mediation or by arbitration.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.6 ARBITRATION

§ 4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5, shall, after decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section 4.5.

§ 4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 4.6.3 A demand for arbitration shall be made within the time limits specified in Sections 4.4.6 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Section 13.7.

§ 4.6.4 **Limitation on Consolidation or Joinder.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Architect, the Architect's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Architect, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional

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person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 4.6.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 4.6.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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

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

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the

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Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

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§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

§ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect, stating their agreement upon all of the following:

- .1 Change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.6.

§ 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.3.3.3, the Contractor

shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

§ 7.3.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

§ 7.4 MINOR CHANGES IN THE WORK

§ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

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§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such

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materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the 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; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and

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insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.4.1.5 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

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Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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

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

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

§ 10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.6 EMERGENCIES

§ 10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a 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 which are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

§ 11.2 OWNER'S LIABILITY INSURANCE

§ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicarious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and maintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

§ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional insureds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

§ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.4.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.4.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.4.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.4.2 **Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.4.3 **Loss of Use Insurance.** The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.4.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.4.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.4.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.4. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.4.7 **Waivers of Subrogation.** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a

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person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.4.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration award in which case the procedure shall be as provided in Section 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.4.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Sections 4.5 and 4.6. The Owner as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents,

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any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

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§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

§ 13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

§ 13.7.1 As between the Owner and Contractor:

- 1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- 2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- 3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to

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run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Section 5.4; and

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- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.



CHARLES D. BAKER
Governor

KARYNE E. POLITO
Lt. Governor

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

Prevailing Wage Rates

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

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: City of Springfield
Contract Number: Bid No.21-184 City/Town: SPRINGFIELD
Description of Work: Elias Brookings School - Installing 167.04 kWdc PV on the rooftop and up to 270.00 kWdc PV on canopy systems over the parking lot, with an AC coupled 1.00 MWhr battery storage system and data system.
Job Location: Brookings School, Springfield, 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 criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction (2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$35.15	\$12.91	\$14.82	\$0.00	\$62.88
	06/01/2021	\$35.95	\$12.91	\$14.82	\$0.00	\$63.68
	08/01/2021	\$35.95	\$13.41	\$14.82	\$0.00	\$64.18
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2021	\$35.95	\$13.41	\$16.01	\$0.00	\$65.37
	12/01/2020	\$35.22	\$12.91	\$14.82	\$0.00	\$62.95
	06/01/2021	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	08/01/2021	\$36.02	\$13.41	\$14.82	\$0.00	\$64.25
	12/01/2021	\$36.02	\$13.41	\$16.01	\$0.00	\$65.44
	12/01/2020	\$35.34	\$12.91	\$14.82	\$0.00	\$63.07
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 3)	06/01/2021	\$36.14	\$12.91	\$14.82	\$0.00	\$63.87
	08/01/2021	\$36.14	\$13.41	\$14.82	\$0.00	\$64.37
	12/01/2021	\$36.14	\$13.41	\$16.01	\$0.00	\$65.56
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
	12/01/2020	\$32.65	\$8.60	\$15.50	\$0.00	\$56.75
	06/01/2021	\$33.49	\$8.60	\$15.50	\$0.00	\$57.59
	12/01/2021	\$34.32	\$8.60	\$15.50	\$0.00	\$58.42
	06/01/2022	\$34.94	\$8.60	\$15.50	\$0.00	\$59.04
	12/01/2022	\$35.57	\$8.60	\$15.50	\$0.00	\$59.67
For apprentice rates see "Apprentice- LABORER"	06/01/2023	\$36.19	\$8.60	\$15.50	\$0.00	\$60.29
	12/01/2023	\$36.82	\$8.60	\$15.50	\$0.00	\$60.92
	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS WORKER (PIPES & TANKS) EAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	12/01/2020	\$34.29	\$12.80	\$8.95	\$0.00	\$56.04
	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
ASPHALT RAKER LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Date: 05/25/2021

Wage Request Number: 20210525-032

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
BATCH/CEMENT PLANT - ON SITE <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.65	\$8.60	\$15.50	\$0.00	\$56.75
	06/01/2021	\$33.49	\$8.60	\$15.50	\$0.00	\$57.59
	12/01/2021	\$34.32	\$8.60	\$15.50	\$0.00	\$58.42
	06/01/2022	\$34.94	\$8.60	\$15.50	\$0.00	\$59.04
	12/01/2022	\$35.57	\$8.60	\$15.50	\$0.00	\$59.67
	06/01/2023	\$36.19	\$8.60	\$15.50	\$0.00	\$60.29
	12/01/2023	\$36.82	\$8.60	\$15.50	\$0.00	\$60.92
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2020	\$46.10	\$7.07	\$17.98	\$0.00	\$71.15

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *BOILERMAKER - Local 29*

Effective Date - 01/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:4

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2021	\$44.16	\$11.39	\$20.02	\$0.00	\$75.57
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)	08/01/2021	\$45.56	\$11.39	\$20.18	\$0.00	\$77.13
	02/01/2022	\$46.09	\$11.39	\$20.18	\$0.00	\$77.66

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

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.08	\$11.39	\$20.02	\$0.00	\$53.49
2	60	\$26.50	\$11.39	\$20.02	\$0.00	\$57.91
3	70	\$30.91	\$11.39	\$20.02	\$0.00	\$62.32
4	80	\$35.33	\$11.39	\$20.02	\$0.00	\$66.74
5	90	\$39.74	\$11.39	\$20.02	\$0.00	\$71.15

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.78	\$11.39	\$20.18	\$0.00	\$54.35
2	60	\$27.34	\$11.39	\$20.18	\$0.00	\$58.91
3	70	\$31.89	\$11.39	\$20.18	\$0.00	\$63.46
4	80	\$36.45	\$11.39	\$20.18	\$0.00	\$68.02
5	90	\$41.00	\$11.39	\$20.18	\$0.00	\$72.57

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING ENGINEERS LOCAL 98	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2020	\$41.05	\$8.60	\$17.47	\$0.00	\$67.12
	06/01/2021	\$42.07	\$8.60	\$17.47	\$0.00	\$68.14
	12/01/2021	\$43.08	\$8.60	\$17.47	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
CARPENTER CARPENTERS LOCAL 336 - HAMPDEN HAMPSHIRE FRANKLIN	03/01/2021	\$38.48	\$7.84	\$17.27	\$0.00	\$63.59
	09/01/2021	\$38.98	\$7.84	\$17.27	\$0.00	\$64.09
	03/01/2022	\$39.48	\$7.84	\$17.27	\$0.00	\$64.59
	09/01/2022	\$39.98	\$7.84	\$17.27	\$0.00	\$65.09
	03/01/2023	\$40.48	\$7.84	\$17.27	\$0.00	\$65.59

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Local 336 Hampden Hampshire Franklin

Effective Date - 03/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.24	\$7.84	\$1.40	\$0.00	\$28.48
2	60	\$23.09	\$7.84	\$1.40	\$0.00	\$32.33
3	70	\$26.94	\$7.84	\$13.07	\$0.00	\$47.85
4	75	\$28.86	\$7.84	\$13.07	\$0.00	\$49.77
5	80	\$30.78	\$7.84	\$14.47	\$0.00	\$53.09
6	80	\$30.78	\$7.84	\$14.47	\$0.00	\$53.09
7	90	\$34.63	\$7.84	\$15.87	\$0.00	\$58.34
8	90	\$34.63	\$7.84	\$15.87	\$0.00	\$58.34

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.84	\$1.40	\$0.00	\$28.73
2	60	\$23.39	\$7.84	\$1.40	\$0.00	\$32.63
3	70	\$27.29	\$7.84	\$13.07	\$0.00	\$48.20
4	75	\$29.24	\$7.84	\$13.07	\$0.00	\$50.15
5	80	\$31.18	\$7.84	\$14.47	\$0.00	\$53.49
6	80	\$31.18	\$7.84	\$14.47	\$0.00	\$53.49
7	90	\$35.08	\$7.84	\$15.87	\$0.00	\$58.79
8	90	\$35.08	\$7.84	\$15.87	\$0.00	\$58.79

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80
 Step 1&2 \$26.54/ 3&4 \$31.76/ 5&6 \$49.23/ 7&8 \$54.48

Apprentice to Journeyworker Ratio:1:5

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

All Aspects of New Wood Frame Work

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Wood Frame) - Zone 3

Effective Date - 04/01/2021

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

Effective Date - 04/01/2022

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

Notes:

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

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING 01/01/2020 \$41.94 \$12.70 \$17.64 \$0.62 \$72.90
BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)

Apprentice - CEMENT MASONRY/PLASTERING - Springfield/Pittsfield

Effective Date - 01/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.97	\$12.70	\$15.41	\$0.00	\$49.08
2	60	\$25.16	\$12.70	\$17.64	\$0.62	\$56.12
3	65	\$27.26	\$12.70	\$17.64	\$0.62	\$58.22
4	70	\$29.36	\$12.70	\$17.64	\$0.62	\$60.32
5	75	\$31.46	\$12.70	\$17.64	\$0.62	\$62.42
6	80	\$33.55	\$12.70	\$17.64	\$0.62	\$64.51
7	90	\$37.75	\$12.70	\$17.64	\$0.62	\$68.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CRANE OPERATOR OPERATING ENGINEERS LOCAL 98	12/01/2020	\$39.72	\$12.47	\$14.50	\$0.00	\$66.69
	06/01/2021	\$40.54	\$12.47	\$14.50	\$0.00	\$67.51
	12/01/2021	\$41.37	\$12.47	\$14.50	\$0.00	\$68.34
	06/01/2022	\$42.24	\$12.47	\$14.50	\$0.00	\$69.21
	12/01/2022	\$43.12	\$12.47	\$14.50	\$0.00	\$70.09
	06/01/2023	\$44.07	\$12.47	\$14.50	\$0.00	\$71.04
	12/01/2023	\$45.02	\$12.47	\$14.50	\$0.00	\$71.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$41.05	\$8.60	\$17.32	\$0.00	\$66.97
	06/01/2021	\$42.07	\$8.60	\$17.32	\$0.00	\$67.99
	12/01/2021	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	06/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	12/01/2022	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	06/01/2023	\$46.08	\$8.60	\$17.32	\$0.00	\$72.00
	12/01/2023	\$47.33	\$8.60	\$17.32	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$40.80	\$8.60	\$17.32	\$0.00	\$66.72
	06/01/2021	\$41.82	\$8.60	\$17.32	\$0.00	\$67.74
	12/01/2021	\$42.83	\$8.60	\$17.32	\$0.00	\$68.75
	06/01/2022	\$43.83	\$8.60	\$17.32	\$0.00	\$69.75
	12/01/2022	\$44.83	\$8.60	\$17.32	\$0.00	\$70.75
	06/01/2023	\$45.83	\$8.60	\$17.32	\$0.00	\$71.75
	12/01/2023	\$47.08	\$8.60	\$17.32	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: WRECKING LABORER	12/01/2020	\$40.05	\$8.60	\$17.32	\$0.00	\$65.97
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$41.07	\$8.60	\$17.32	\$0.00	\$66.99
	12/01/2021	\$42.08	\$8.60	\$17.32	\$0.00	\$68.00
	06/01/2022	\$43.08	\$8.60	\$17.32	\$0.00	\$69.00
	12/01/2022	\$44.08	\$8.60	\$17.32	\$0.00	\$70.00
	06/01/2023	\$45.08	\$8.60	\$17.32	\$0.00	\$71.00
	12/01/2023	\$46.33	\$8.60	\$17.32	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIVER	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
PILE DRIVER LOCAL 56 (ZONE 3)						
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
DRAWBRIDGE - SEIU LOCAL 888						
ELECTRICIAN (Including Core Drilling)	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
ELECTRICIANS LOCAL 7	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 7*

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.81	\$0.00	\$49.31
6	70	\$31.23	\$11.50	\$9.94	\$0.00	\$52.67

Effective Date - 06/27/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.08	\$7.05	\$0.54	\$0.00	\$25.67
2	45	\$20.34	\$7.05	\$0.61	\$0.00	\$28.00
3	50	\$22.61	\$11.75	\$7.08	\$0.00	\$41.44
4	55	\$24.87	\$11.75	\$7.15	\$0.00	\$43.77
5	65	\$29.39	\$11.75	\$8.93	\$0.00	\$50.07
6	70	\$31.65	\$11.75	\$10.10	\$0.00	\$53.50

Notes:

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

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

ELEVATOR CONSTRUCTOR	01/01/2021	\$56.69	\$15.88	\$19.31	\$0.00	\$91.88
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$58.62	\$16.03	\$20.21	\$0.00	\$94.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 41

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.35	\$15.88	\$0.00	\$0.00	\$44.23
2	55	\$31.18	\$15.88	\$19.31	\$0.00	\$66.37
3	65	\$36.85	\$15.88	\$19.31	\$0.00	\$72.04
4	70	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
5	80	\$45.35	\$15.88	\$19.31	\$0.00	\$80.54

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$29.31	\$16.03	\$0.00	\$0.00	\$45.34
2	55	\$32.24	\$16.03	\$20.21	\$0.00	\$68.48
3	65	\$38.10	\$16.03	\$20.21	\$0.00	\$74.34
4	70	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
5	80	\$46.90	\$16.03	\$20.21	\$0.00	\$83.14

Notes:

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER	01/01/2021	\$39.68	\$15.88	\$19.31	\$0.00	\$74.87
ELEVATOR CONSTRUCTORS LOCAL 41	01/01/2022	\$41.03	\$16.03	\$20.21	\$0.00	\$77.27
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
FIELD ENG.INST/ROD-BLDG,SITE,HVY/HWY	06/01/1999	\$18.84	\$4.80	\$4.10	\$0.00	\$27.74
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.PARTY CHIEF:BLDG,SITE,HVY/HWY	06/01/1999	\$21.33	\$4.80	\$4.10	\$0.00	\$30.23
OPERATING ENGINEERS LOCAL 98						
FIELD ENG.SURVEY CHIEF-BLDG,SITE,HVY/HWY	06/01/1999	\$22.33	\$4.80	\$4.10	\$0.00	\$31.23
OPERATING ENGINEERS LOCAL 98						
FIRE ALARM INSTALLER	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
ELECTRICIANS LOCAL 7	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
/ COMMISSIONINGELECTRICIANS	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
LOCAL 7	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIREMAN	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
OPERATING ENGINEERS LOCAL 98	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96

Apprentice - OPERATING ENGINEERS - Local 98 Class 3

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.41	\$12.47	\$14.50	\$0.00	\$48.38
2	70	\$24.98	\$12.47	\$14.50	\$0.00	\$51.95
3	80	\$28.55	\$12.47	\$14.50	\$0.00	\$55.52
4	90	\$32.12	\$12.47	\$14.50	\$0.00	\$59.09

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$21.91	\$12.47	\$14.50	\$0.00	\$48.88
2	70	\$25.56	\$12.47	\$14.50	\$0.00	\$52.53
3	80	\$29.21	\$12.47	\$14.50	\$0.00	\$56.18
4	90	\$32.86	\$12.47	\$14.50	\$0.00	\$59.83

Notes:

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

Apprentice to Journeyworker Ratio:1:6

FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/01/2020	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54
	12/01/2021	\$24.50	\$8.60	\$13.44	\$0.00	\$46.54

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

FLOORCOVERER	09/01/2020	\$37.88	\$7.84	\$17.27	\$0.00	\$62.99
FLOORCOVERERS LOCAL 2168 ZONE III						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone III

Effective Date - 09/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.94	\$7.84	\$1.40	\$0.00	\$28.18
2	55	\$20.83	\$7.84	\$1.40	\$0.00	\$30.07
3	60	\$22.73	\$7.84	\$13.07	\$0.00	\$43.64
4	65	\$24.62	\$7.84	\$13.07	\$0.00	\$45.53
5	70	\$26.52	\$7.84	\$14.47	\$0.00	\$48.83
6	75	\$28.41	\$7.84	\$14.47	\$0.00	\$50.72
7	80	\$30.30	\$7.84	\$15.87	\$0.00	\$54.01
8	85	\$32.20	\$7.84	\$15.87	\$0.00	\$55.91

Notes: Steps are 750 hrs.
 % After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)
 Step 1&2 \$26.29/ 3&4 \$31.43/ 5&6 \$48.83/ 7&8 \$54.01

Apprentice to Journeyworker Ratio:1:1

FORK LIFT	12/01/2020	\$35.91	\$12.47	\$14.50	\$0.00	\$62.88
OPERATING ENGINEERS LOCAL 98	06/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	12/01/2021	\$37.56	\$12.47	\$14.50	\$0.00	\$64.53
	06/01/2022	\$38.43	\$12.47	\$14.50	\$0.00	\$65.40
	12/01/2022	\$39.31	\$12.47	\$14.50	\$0.00	\$66.28
	06/01/2023	\$40.26	\$12.47	\$14.50	\$0.00	\$67.23
	12/01/2023	\$41.21	\$12.47	\$14.50	\$0.00	\$68.18

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATORS/LIGHTING PLANTS	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
OPERATING ENGINEERS LOCAL 98	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	06/01/2020	\$39.18	\$10.80	\$10.45	\$0.00	\$60.43
GLAZIERS LOCAL 1333						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 1333

Effective Date - 06/01/2020

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

Notes:

Apprentice to Journeyworker Ratio:1:3

GRADER/TRENCHING MACHINE/DERRICK OPERATING ENGINEERS LOCAL 98	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 63	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 7	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 63	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (TESTING AND BALANCING - WATER) PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 104	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$32.65	\$8.60	\$13.44	\$0.00	\$54.69
	06/01/2021	\$33.49	\$8.60	\$13.44	\$0.00	\$55.53
	12/01/2021	\$34.32	\$8.60	\$13.44	\$0.00	\$56.36
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)	09/01/2020	\$39.20	\$13.80	\$17.14	\$0.00	\$70.14
	09/01/2021	\$41.60	\$13.80	\$17.14	\$0.00	\$72.54
	09/01/2022	\$44.05	\$13.80	\$17.14	\$0.00	\$74.99

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

Effective Date - 09/01/2020		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$19.60	\$13.80	\$12.42	\$0.00	\$45.82
2	60	\$23.52	\$13.80	\$13.36	\$0.00	\$50.68
3	70	\$27.44	\$13.80	\$14.31	\$0.00	\$55.55
4	80	\$31.36	\$13.80	\$15.25	\$0.00	\$60.41

Effective Date - 09/01/2021		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$20.80	\$13.80	\$12.42	\$0.00	\$47.02
2	60	\$24.96	\$13.80	\$13.36	\$0.00	\$52.12
3	70	\$29.12	\$13.80	\$14.31	\$0.00	\$57.23
4	80	\$33.28	\$13.80	\$15.25	\$0.00	\$62.33

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)	03/16/2021	\$36.67	\$8.10	\$21.65	\$0.00	\$66.42
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Springfield

Effective Date - 03/16/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.00	\$8.10	\$21.65	\$0.00	\$51.75
2	70	\$25.67	\$8.10	\$21.65	\$0.00	\$55.42
3	75	\$27.50	\$8.10	\$21.65	\$0.00	\$57.25
4	80	\$29.34	\$8.10	\$21.65	\$0.00	\$59.09
5	85	\$31.17	\$8.10	\$21.65	\$0.00	\$60.92
6	90	\$33.00	\$8.10	\$21.65	\$0.00	\$62.75

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice-LABORER"						
LABORER	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.14	\$8.60	\$15.50	\$0.00	\$43.24
2	70	\$22.33	\$8.60	\$15.50	\$0.00	\$46.43
3	80	\$25.52	\$8.60	\$15.50	\$0.00	\$49.62
4	90	\$28.71	\$8.60	\$15.50	\$0.00	\$52.81

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.64	\$8.60	\$15.50	\$0.00	\$43.74
2	70	\$22.92	\$8.60	\$15.50	\$0.00	\$47.02
3	80	\$26.19	\$8.60	\$15.50	\$0.00	\$50.29
4	90	\$29.47	\$8.60	\$15.50	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY)	12/01/2020	\$31.90	\$8.60	\$13.44	\$0.00	\$53.94
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.74	\$8.60	\$13.44	\$0.00	\$54.78
	12/01/2021	\$33.57	\$8.60	\$13.44	\$0.00	\$55.61

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.14	\$8.60	\$13.44	\$0.00	\$41.18
2	70	\$22.33	\$8.60	\$13.44	\$0.00	\$44.37
3	80	\$25.52	\$8.60	\$13.44	\$0.00	\$47.56
4	90	\$28.71	\$8.60	\$13.44	\$0.00	\$50.75

Effective Date - 06/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.64	\$8.60	\$13.44	\$0.00	\$41.68
2	70	\$22.92	\$8.60	\$13.44	\$0.00	\$44.96
3	80	\$26.19	\$8.60	\$13.44	\$0.00	\$48.23
4	90	\$29.47	\$8.60	\$13.44	\$0.00	\$51.51

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.00	\$8.60	\$15.50	\$0.00	\$56.10
	06/01/2021	\$32.84	\$8.60	\$15.50	\$0.00	\$56.94
	12/01/2021	\$33.67	\$8.60	\$15.50	\$0.00	\$57.77
	06/01/2022	\$34.29	\$8.60	\$15.50	\$0.00	\$58.39
	12/01/2022	\$34.92	\$8.60	\$15.50	\$0.00	\$59.02
	06/01/2023	\$35.54	\$8.60	\$15.50	\$0.00	\$59.64
	12/01/2023	\$36.17	\$8.60	\$15.50	\$0.00	\$60.27
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.90	\$8.60	\$15.50	\$0.00	\$57.00
	06/01/2021	\$33.74	\$8.60	\$15.50	\$0.00	\$57.84
	12/01/2021	\$34.57	\$8.60	\$15.50	\$0.00	\$58.67
	06/01/2022	\$35.19	\$8.60	\$15.50	\$0.00	\$59.29
	12/01/2022	\$35.82	\$8.60	\$15.50	\$0.00	\$59.92
	06/01/2023	\$36.44	\$8.60	\$15.50	\$0.00	\$60.54
	12/01/2023	\$37.07	\$8.60	\$15.50	\$0.00	\$61.17
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER	12/01/2020	\$31.90	\$8.60	\$15.50	\$0.00	\$56.00
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.74	\$8.60	\$15.50	\$0.00	\$56.84
	12/01/2021	\$33.57	\$8.60	\$15.50	\$0.00	\$57.67
	06/01/2022	\$34.19	\$8.60	\$15.50	\$0.00	\$58.29
	12/01/2022	\$34.82	\$8.60	\$15.50	\$0.00	\$58.92
	06/01/2023	\$35.44	\$8.60	\$15.50	\$0.00	\$59.54
	12/01/2023	\$36.07	\$8.60	\$15.50	\$0.00	\$60.17

This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction. For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
LABORERS - ZONE 3 (BUILDING & SITE)	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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

MARBLE & TILE FINISHERS	02/01/2021	\$36.17	\$11.39	\$19.35	\$0.00	\$66.91
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2021	\$37.17	\$11.39	\$19.48	\$0.00	\$68.04
	02/01/2022	\$37.62	\$11.39	\$19.48	\$0.00	\$68.49

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

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.09	\$11.39	\$19.35	\$0.00	\$48.83
2	60	\$21.70	\$11.39	\$19.35	\$0.00	\$52.44
3	70	\$25.32	\$11.39	\$19.35	\$0.00	\$56.06
4	80	\$28.94	\$11.39	\$19.35	\$0.00	\$59.68
5	90	\$32.55	\$11.39	\$19.35	\$0.00	\$63.29

Effective Date - 08/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.59	\$11.39	\$19.48	\$0.00	\$49.46
2	60	\$22.30	\$11.39	\$19.48	\$0.00	\$53.17
3	70	\$26.02	\$11.39	\$19.48	\$0.00	\$56.89
4	80	\$29.74	\$11.39	\$19.48	\$0.00	\$60.61
5	90	\$33.45	\$11.39	\$19.48	\$0.00	\$64.32

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE MASON/TILE LAYER(SP/PT)SeeBrick BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE						
See "BRICK/STONE/ARTIFICIAL MASONRY(INCL.MASONRY WATERPROOFING)						
MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 98	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANIC/WELDER/BOOM TRUCK OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 3) MILLWRIGHTS LOCAL 1121 - Zone 3	01/04/2021	\$37.96	\$9.40	\$20.45	\$0.00	\$67.81
	01/03/2022	\$39.21	\$9.40	\$20.45	\$0.00	\$69.06
	01/02/2023	\$40.46	\$9.40	\$20.45	\$0.00	\$70.31

Apprentice - MILLWRIGHT - Local 1121 Zone 3

Effective Date - 01/04/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.88	\$9.40	\$5.58	\$0.00	\$35.86
2	65	\$24.67	\$9.40	\$16.90	\$0.00	\$50.97
3	75	\$28.47	\$9.40	\$17.92	\$0.00	\$55.79
4	85	\$32.27	\$9.40	\$18.93	\$0.00	\$60.60

Effective Date - 01/03/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.57	\$9.40	\$5.58	\$0.00	\$36.55
2	65	\$25.49	\$9.40	\$16.90	\$0.00	\$51.79
3	75	\$29.41	\$9.40	\$17.92	\$0.00	\$56.73
4	85	\$33.33	\$9.40	\$18.93	\$0.00	\$61.66

Notes: Step 1&2 Appr. indentured after 1/1/2020 receive no pension,
but do receive annuity. (Step 1 \$5.58, Step 2 \$6.50)

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS - ZONE 3 (BUILDING & SITE)	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
OILER OPERATING ENGINEERS LOCAL 98	12/01/2020	\$31.38	\$12.47	\$14.50	\$0.00	\$58.35
	06/01/2021	\$32.20	\$12.47	\$14.50	\$0.00	\$59.17
	12/01/2021	\$33.03	\$12.47	\$14.50	\$0.00	\$60.00
	06/01/2022	\$33.90	\$12.47	\$14.50	\$0.00	\$60.87
	12/01/2022	\$34.78	\$12.47	\$14.50	\$0.00	\$61.75
	06/01/2023	\$35.73	\$12.47	\$14.50	\$0.00	\$62.70
	12/01/2023	\$36.68	\$12.47	\$14.50	\$0.00	\$63.65
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS VI OPERATING ENGINEERS LOCAL 98	12/01/2020	\$29.40	\$12.47	\$14.50	\$0.00	\$56.37
	06/01/2021	\$30.22	\$12.47	\$14.50	\$0.00	\$57.19
	12/01/2021	\$31.05	\$12.47	\$14.50	\$0.00	\$58.02
	06/01/2022	\$31.92	\$12.47	\$14.50	\$0.00	\$58.89
	12/01/2022	\$32.80	\$12.47	\$14.50	\$0.00	\$59.77
	06/01/2023	\$33.75	\$12.47	\$14.50	\$0.00	\$60.72
	12/01/2023	\$34.70	\$12.47	\$14.50	\$0.00	\$61.67
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$52.06	\$8.25	\$22.75	\$0.00	\$83.06

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.03	\$8.25	\$0.00	\$0.00	\$34.28
2	55	\$28.63	\$8.25	\$6.16	\$0.00	\$43.04
3	60	\$31.24	\$8.25	\$6.72	\$0.00	\$46.21
4	65	\$33.84	\$8.25	\$7.28	\$0.00	\$49.37
5	70	\$36.44	\$8.25	\$19.39	\$0.00	\$64.08
6	75	\$39.05	\$8.25	\$19.95	\$0.00	\$67.25
7	80	\$41.65	\$8.25	\$20.51	\$0.00	\$70.41
8	90	\$46.85	\$8.25	\$21.63	\$0.00	\$76.73

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2021	\$35.43	\$8.25	\$18.85	\$0.00	\$62.53
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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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.72	\$8.25	\$0.00	\$0.00	\$25.97
2	55	\$19.49	\$8.25	\$4.02	\$0.00	\$31.76
3	60	\$21.26	\$8.25	\$4.38	\$0.00	\$33.89
4	65	\$23.03	\$8.25	\$4.75	\$0.00	\$36.03
5	70	\$24.80	\$8.25	\$16.66	\$0.00	\$49.71
6	75	\$26.57	\$8.25	\$17.03	\$0.00	\$51.85
7	80	\$28.34	\$8.25	\$17.39	\$0.00	\$53.98
8	90	\$31.89	\$8.25	\$18.12	\$0.00	\$58.26

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2021	\$32.75	\$8.25	\$18.85	\$0.00	\$59.85
PAINTERS LOCAL 35 - ZONE 3						

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

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.38	\$8.25	\$0.00	\$0.00	\$24.63
2	55	\$18.01	\$8.25	\$4.02	\$0.00	\$30.28
3	60	\$19.65	\$8.25	\$4.38	\$0.00	\$32.28
4	65	\$21.29	\$8.25	\$4.75	\$0.00	\$34.29
5	70	\$22.93	\$8.25	\$16.66	\$0.00	\$47.84
6	75	\$24.56	\$8.25	\$17.03	\$0.00	\$49.84
7	80	\$26.20	\$8.25	\$17.39	\$0.00	\$51.84
8	90	\$29.48	\$8.25	\$18.12	\$0.00	\$55.85

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, NEW) *	01/01/2021	\$34.03	\$8.25	\$18.85	\$0.00	\$61.13
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 3						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.02	\$8.25	\$0.00	\$0.00	\$25.27
2	55	\$18.72	\$8.25	\$4.02	\$0.00	\$30.99
3	60	\$20.42	\$8.25	\$4.38	\$0.00	\$33.05
4	65	\$22.12	\$8.25	\$4.75	\$0.00	\$35.12
5	70	\$23.82	\$8.25	\$16.66	\$0.00	\$48.73
6	75	\$25.52	\$8.25	\$17.03	\$0.00	\$50.80
7	80	\$27.22	\$8.25	\$17.39	\$0.00	\$52.86
8	90	\$30.63	\$8.25	\$18.12	\$0.00	\$57.00

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 - ZONE 3	01/01/2021	\$31.35	\$8.25	\$18.85	\$0.00	\$58.45
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Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$15.68	\$8.25	\$0.00	\$0.00	\$23.93
2	55	\$17.24	\$8.25	\$4.02	\$0.00	\$29.51
3	60	\$18.81	\$8.25	\$4.38	\$0.00	\$31.44
4	65	\$20.38	\$8.25	\$4.75	\$0.00	\$33.38
5	70	\$21.95	\$8.25	\$16.66	\$0.00	\$46.86
6	75	\$23.51	\$8.25	\$17.03	\$0.00	\$48.79
7	80	\$25.08	\$8.25	\$17.39	\$0.00	\$50.72
8	90	\$28.22	\$8.25	\$18.12	\$0.00	\$54.59

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS - ZONE 3 (HEAVY & HIGHWAY)	12/01/2020	\$31.90	\$8.60	\$13.44	\$0.00	\$53.94
	06/01/2021	\$32.74	\$8.60	\$13.44	\$0.00	\$54.78
	12/01/2021	\$33.57	\$8.60	\$13.44	\$0.00	\$55.61

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

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$34.98	\$12.91	\$14.82	\$0.00	\$62.71
	06/01/2021	\$35.78	\$12.91	\$14.82	\$0.00	\$63.51
	08/01/2021	\$35.78	\$13.41	\$14.82	\$0.00	\$64.01
	12/01/2021	\$35.78	\$13.41	\$16.01	\$0.00	\$65.20

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) <i>PILE DRIVER LOCAL 56 (ZONE 3)</i> For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05
PILE DRIVER <i>PILE DRIVER LOCAL 56 (ZONE 3)</i>	08/01/2020	\$43.53	\$9.40	\$23.12	\$0.00	\$76.05

Apprentice - *PILE DRIVER - Local 56 Zone 3*

Effective Date - 08/01/2020

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

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

(Same as set in Zone 1)

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

Apprentice to Journeyworker Ratio:1:5

PIPELAYER <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42

For apprentice rates see "Apprentice- LABORER"

PIPELAYER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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

PLUMBER & PIPEFITTER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/PIPEFITTER - Local 104

Effective Date - 03/17/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.44	\$9.30	\$9.85	\$0.00	\$38.59
2	50	\$21.61	\$9.30	\$9.85	\$0.00	\$40.76
3	55	\$23.77	\$9.30	\$9.85	\$0.00	\$42.92
4	60	\$25.93	\$9.30	\$9.85	\$0.00	\$45.08
5	65	\$28.09	\$9.30	\$9.85	\$0.00	\$47.24
6	70	\$30.25	\$9.30	\$9.85	\$0.00	\$49.40
7	75	\$32.41	\$9.30	\$9.85	\$0.00	\$51.56
8	80	\$34.57	\$9.30	\$9.85	\$0.00	\$53.72
9	80	\$34.57	\$9.30	\$16.60	\$0.00	\$60.47
10	80	\$34.57	\$9.30	\$16.60	\$0.00	\$60.47

Effective Date - 09/17/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.89	\$9.30	\$9.85	\$0.00	\$39.04
2	50	\$22.11	\$9.30	\$9.85	\$0.00	\$41.26
3	55	\$24.32	\$9.30	\$9.85	\$0.00	\$43.47
4	60	\$26.53	\$9.30	\$9.85	\$0.00	\$45.68
5	65	\$28.74	\$9.30	\$9.85	\$0.00	\$47.89
6	70	\$30.95	\$9.30	\$9.85	\$0.00	\$50.10
7	75	\$33.16	\$9.30	\$9.85	\$0.00	\$52.31
8	80	\$35.37	\$9.30	\$9.85	\$0.00	\$54.52
9	80	\$35.37	\$9.30	\$16.60	\$0.00	\$61.27
10	80	\$35.37	\$9.30	\$16.60	\$0.00	\$61.27

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

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
PLUMBERS & PIPEFITTERS LOCAL 104	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86

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

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
LABORERS - ZONE 3 (HEAVY & HIGHWAY)	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86

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>	12/01/2020	\$32.90	\$8.60	\$15.50	\$0.00	\$57.00
	06/01/2021	\$33.74	\$8.60	\$15.50	\$0.00	\$57.84
	12/01/2021	\$34.57	\$8.60	\$15.50	\$0.00	\$58.67
	06/01/2022	\$35.19	\$8.60	\$15.50	\$0.00	\$59.29
	12/01/2022	\$35.82	\$8.60	\$15.50	\$0.00	\$59.92
	06/01/2023	\$36.44	\$8.60	\$15.50	\$0.00	\$60.54
	12/01/2023	\$37.07	\$8.60	\$15.50	\$0.00	\$61.17
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2020	\$32.90	\$8.60	\$13.44	\$0.00	\$54.94
	06/01/2021	\$33.74	\$8.60	\$13.44	\$0.00	\$55.78
	12/01/2021	\$34.57	\$8.60	\$13.44	\$0.00	\$56.61
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$36.22	\$12.47	\$14.50	\$0.00	\$63.19
	06/01/2021	\$37.04	\$12.47	\$14.50	\$0.00	\$64.01
	12/01/2021	\$37.87	\$12.47	\$14.50	\$0.00	\$64.84
	06/01/2022	\$38.74	\$12.47	\$14.50	\$0.00	\$65.71
	12/01/2022	\$39.62	\$12.47	\$14.50	\$0.00	\$66.59
	06/01/2023	\$40.57	\$12.47	\$14.50	\$0.00	\$67.54
	12/01/2023	\$41.52	\$12.47	\$14.50	\$0.00	\$68.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 404 - Construction Service (Northampton)</i>	05/01/2020	\$22.44	\$11.07	\$6.50	\$0.00	\$40.01
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
	12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42
For apprentice rates see "Apprentice- LABORER"						
ROLLER OPERATOR <i>OPERATING ENGINEERS LOCAL 98</i>	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Coal tar pitch) ROOFERS LOCAL 248	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
For apprentice rates see "Apprentice- ROOFER"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 248	07/16/2020	\$33.16	\$11.75	\$15.70	\$0.00	\$60.61

Apprentice - ROOFER - Local 248

Effective Date - 07/16/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.90	\$11.75	\$0.00	\$0.00	\$31.65
2	65	\$21.55	\$11.75	\$15.70	\$0.00	\$49.00
3	70	\$23.21	\$11.75	\$15.70	\$0.00	\$50.66
4	75	\$24.87	\$11.75	\$15.70	\$0.00	\$52.32
5	80	\$26.53	\$11.75	\$15.70	\$0.00	\$53.98
6	85	\$28.19	\$11.75	\$15.70	\$0.00	\$55.64
7	90	\$29.84	\$11.75	\$15.70	\$0.00	\$57.29
8	95	\$31.50	\$11.75	\$15.70	\$0.00	\$58.95

Notes:

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

Apprentice to Journeyworker Ratio:1:3

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 248	07/16/2020	\$33.66	\$11.75	\$16.20	\$0.00	\$61.61
For apprentice rates see "Apprentice-ROOFER"						
SCRAPER OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.69	\$12.47	\$14.50	\$0.00	\$62.66
	06/01/2021	\$36.51	\$12.47	\$14.50	\$0.00	\$63.48
	12/01/2021	\$37.34	\$12.47	\$14.50	\$0.00	\$64.31
	06/01/2022	\$38.21	\$12.47	\$14.50	\$0.00	\$65.18
	12/01/2022	\$39.09	\$12.47	\$14.50	\$0.00	\$66.06
	06/01/2023	\$40.04	\$12.47	\$14.50	\$0.00	\$67.01
	12/01/2023	\$40.99	\$12.47	\$14.50	\$0.00	\$67.96
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS) OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35

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>	12/01/2020	\$32.46	\$12.47	\$14.50	\$0.00	\$59.43
	06/01/2021	\$33.28	\$12.47	\$14.50	\$0.00	\$60.25
	12/01/2021	\$34.11	\$12.47	\$14.50	\$0.00	\$61.08
	06/01/2022	\$34.98	\$12.47	\$14.50	\$0.00	\$61.95
	12/01/2022	\$35.86	\$12.47	\$14.50	\$0.00	\$62.83
	06/01/2023	\$36.81	\$12.47	\$14.50	\$0.00	\$63.78
	12/01/2023	\$37.76	\$12.47	\$14.50	\$0.00	\$64.73

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 63</i>	01/01/2021	\$37.24	\$10.64	\$17.33	\$1.96	\$67.17
	07/01/2021	\$38.29	\$10.64	\$17.33	\$1.99	\$68.25
	01/01/2022	\$39.29	\$10.64	\$17.33	\$2.02	\$69.28

Apprentice - *SHEET METAL WORKER - Local 63*

Effective Date - 01/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$16.76	\$4.79	\$4.67	\$0.79	\$27.01
2	50	\$18.62	\$5.32	\$5.19	\$0.87	\$30.00
3	55	\$20.48	\$5.85	\$9.33	\$1.07	\$36.73
4	60	\$22.34	\$6.38	\$9.33	\$1.14	\$39.19
5	65	\$24.21	\$6.92	\$9.33	\$1.21	\$41.67
6	70	\$26.07	\$7.45	\$9.33	\$1.29	\$44.14
7	75	\$27.93	\$7.98	\$9.33	\$1.36	\$46.60
8	80	\$29.79	\$8.51	\$16.29	\$1.64	\$56.23
9	85	\$31.65	\$9.04	\$16.29	\$1.71	\$58.69
10	90	\$33.52	\$9.58	\$16.29	\$1.78	\$61.17

Notes:

Apprentice to Journeyworker Ratio:1:3

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.73	\$12.91	\$14.82	\$0.00	\$63.46
	06/01/2021	\$36.53	\$12.91	\$14.82	\$0.00	\$64.26
	08/01/2021	\$36.53	\$13.41	\$14.82	\$0.00	\$64.76
	12/01/2021	\$36.53	\$13.41	\$16.01	\$0.00	\$65.95
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 669</i>	04/01/2021	\$43.14	\$10.55	\$16.41	\$0.00	\$70.10

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *SPRINKLER FITTER - Local 669*

Effective Date - 04/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	45	\$19.41	\$7.75	\$0.00	\$0.00	\$27.16
2	50	\$21.57	\$7.75	\$0.00	\$0.00	\$29.32
3	55	\$23.73	\$10.55	\$8.15	\$0.00	\$42.43
4	60	\$25.88	\$10.55	\$8.15	\$0.00	\$44.58
5	65	\$28.04	\$10.55	\$8.40	\$0.00	\$46.99
6	70	\$30.20	\$10.55	\$8.40	\$0.00	\$49.15
7	75	\$32.36	\$10.55	\$8.40	\$0.00	\$51.31
8	80	\$34.51	\$10.55	\$8.40	\$0.00	\$53.46
9	85	\$36.67	\$10.55	\$8.40	\$0.00	\$55.62
10	90	\$38.83	\$10.55	\$8.40	\$0.00	\$57.78

Notes:

Apprentice to Journeyworker Ratio:1:1

TELECOMMUNICATION TECHNICIAN	01/03/2021	\$44.61	\$11.50	\$12.99	\$0.00	\$69.10
ELECTRICIANS LOCAL 7	06/27/2021	\$45.21	\$11.75	\$13.26	\$0.00	\$70.22
	01/02/2022	\$45.81	\$12.00	\$13.42	\$0.00	\$71.23
	07/03/2022	\$46.41	\$12.25	\$13.69	\$0.00	\$72.35
	01/01/2023	\$47.01	\$12.50	\$13.96	\$0.00	\$73.47

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 7

Effective Date - 01/03/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.84	\$6.90	\$0.54	\$0.00	\$25.28
2	45	\$20.07	\$6.90	\$0.60	\$0.00	\$27.57
3	50	\$22.31	\$11.50	\$7.02	\$0.00	\$40.83
4	55	\$24.54	\$11.50	\$7.09	\$0.00	\$43.13
5	65	\$29.00	\$11.50	\$8.78	\$0.00	\$49.28
6	70	\$31.23	\$11.50	\$9.89	\$0.00	\$52.62

Effective Date - 06/27/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.08	\$7.05	\$0.54	\$0.00	\$25.67
2	45	\$20.34	\$7.05	\$0.61	\$0.00	\$28.00
3	50	\$22.61	\$11.75	\$7.08	\$0.00	\$41.44
4	55	\$24.87	\$11.75	\$7.15	\$0.00	\$43.77
5	65	\$29.39	\$11.75	\$8.93	\$0.00	\$50.07
6	70	\$31.65	\$11.75	\$10.10	\$0.00	\$53.50

Notes:

Steps are 800 hours

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2021	\$54.69	\$11.39	\$22.09	\$0.00	\$88.17
BRICKLAYERS LOCAL 3 (SPR/PIIT) - MARBLE & TILE	08/01/2021	\$56.09	\$11.39	\$22.25	\$0.00	\$89.73
	02/01/2022	\$56.68	\$11.39	\$22.25	\$0.00	\$90.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER-Local 3 Marble/Tile (Spr/Ptt)

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.35	\$11.39	\$22.09	\$0.00	\$60.83
2	60	\$32.81	\$11.39	\$22.09	\$0.00	\$66.29
3	70	\$38.28	\$11.39	\$22.09	\$0.00	\$71.76
4	80	\$43.75	\$11.39	\$22.09	\$0.00	\$77.23
5	90	\$49.22	\$11.39	\$22.09	\$0.00	\$82.70

Effective Date - 08/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TERRAZZO MECHANIC	02/01/2021	\$55.77	\$11.39	\$22.08	\$0.00	\$89.24
BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE	08/01/2021	\$57.17	\$11.39	\$22.24	\$0.00	\$90.80
	02/01/2022	\$57.74	\$11.39	\$22.24	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO MECH - Local 3 Marble/Tile (Spr/Pitt)

Effective Date - 02/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.89	\$11.39	\$22.08	\$0.00	\$61.36
2	60	\$33.46	\$11.39	\$22.08	\$0.00	\$66.93
3	70	\$39.04	\$11.39	\$22.08	\$0.00	\$72.51
4	80	\$44.62	\$11.39	\$22.08	\$0.00	\$78.09
5	90	\$50.19	\$11.39	\$22.08	\$0.00	\$83.66

Effective Date - 08/01/2021

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

Notes:

Apprentice to Journeyworker Ratio:1:5

TEST BORING DRILLER LABORERS - FOUNDATION AND MARINE	12/01/2020	\$41.30	\$8.60	\$17.47	\$0.00	\$67.37
	06/01/2021	\$42.32	\$8.60	\$17.47	\$0.00	\$68.39
	12/01/2021	\$43.33	\$8.60	\$17.47	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2020	\$40.02	\$8.60	\$17.47	\$0.00	\$66.09
	06/01/2021	\$41.04	\$8.60	\$17.47	\$0.00	\$67.11
	12/01/2021	\$42.05	\$8.60	\$17.47	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2020	\$39.90	\$8.60	\$17.47	\$0.00	\$65.97
	06/01/2021	\$40.92	\$8.60	\$17.47	\$0.00	\$66.99
	12/01/2021	\$41.93	\$8.60	\$17.47	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS OPERATING ENGINEERS LOCAL 98	12/01/2020	\$35.08	\$12.47	\$14.50	\$0.00	\$62.05
	06/01/2021	\$35.90	\$12.47	\$14.50	\$0.00	\$62.87
	12/01/2021	\$36.73	\$12.47	\$14.50	\$0.00	\$63.70
	06/01/2022	\$37.60	\$12.47	\$14.50	\$0.00	\$64.57
	12/01/2022	\$38.48	\$12.47	\$14.50	\$0.00	\$65.45
	06/01/2023	\$39.43	\$12.47	\$14.50	\$0.00	\$66.40
	12/01/2023	\$40.38	\$12.47	\$14.50	\$0.00	\$67.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2020	\$36.02	\$12.91	\$14.82	\$0.00	\$63.75
	06/01/2021	\$36.82	\$12.91	\$14.82	\$0.00	\$64.55
	08/01/2021	\$36.82	\$13.41	\$14.82	\$0.00	\$65.05
	12/01/2021	\$36.82	\$13.41	\$16.01	\$0.00	\$66.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$52.13	\$8.60	\$17.92	\$0.00	\$78.65
	06/01/2021	\$53.15	\$8.60	\$17.92	\$0.00	\$79.67
	12/01/2021	\$54.16	\$8.60	\$17.92	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2020	\$54.13	\$8.60	\$17.92	\$0.00	\$80.65
	06/01/2021	\$55.15	\$8.60	\$17.92	\$0.00	\$81.67
	12/01/2021	\$56.16	\$8.60	\$17.92	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$44.20	\$8.60	\$17.92	\$0.00	\$70.72
	06/01/2021	\$45.22	\$8.60	\$17.92	\$0.00	\$71.74
	12/01/2021	\$46.23	\$8.60	\$17.92	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2020	\$46.20	\$8.60	\$17.92	\$0.00	\$72.72
	06/01/2021	\$47.22	\$8.60	\$17.92	\$0.00	\$73.74
	12/01/2021	\$48.23	\$8.60	\$17.92	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2020	\$35.44	\$12.91	\$14.82	\$0.00	\$63.17
	06/01/2021	\$36.24	\$12.91	\$14.82	\$0.00	\$63.97
	08/01/2021	\$36.24	\$13.41	\$14.82	\$0.00	\$64.47
	12/01/2021	\$36.24	\$13.41	\$16.01	\$0.00	\$65.66
WAGON DRILL OPERATOR <i>LABORERS - ZONE 3 (BUILDING & SITE)</i>	12/01/2020	\$32.15	\$8.60	\$15.50	\$0.00	\$56.25
	06/01/2021	\$32.99	\$8.60	\$15.50	\$0.00	\$57.09
	12/01/2021	\$33.82	\$8.60	\$15.50	\$0.00	\$57.92
	06/01/2022	\$34.44	\$8.60	\$15.50	\$0.00	\$58.54
	12/01/2022	\$35.07	\$8.60	\$15.50	\$0.00	\$59.17
	06/01/2023	\$35.69	\$8.60	\$15.50	\$0.00	\$59.79
12/01/2023	\$36.32	\$8.60	\$15.50	\$0.00	\$60.42	
For apprentice rates see "Apprentice- LABORER"						
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 3 (HEAVY & HIGHWAY)</i>	12/01/2020	\$32.15	\$8.60	\$13.44	\$0.00	\$54.19
	06/01/2021	\$32.99	\$8.60	\$13.44	\$0.00	\$55.03
	12/01/2021	\$33.82	\$8.60	\$13.44	\$0.00	\$55.86
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 104</i>	03/17/2021	\$43.21	\$9.30	\$16.60	\$0.00	\$69.11
	09/17/2021	\$44.21	\$9.30	\$16.60	\$0.00	\$70.11
	03/17/2022	\$45.46	\$9.30	\$16.60	\$0.00	\$71.36
	09/17/2022	\$46.46	\$9.30	\$16.60	\$0.00	\$72.36
	03/17/2023	\$47.71	\$9.30	\$16.60	\$0.00	\$73.61
	09/17/2023	\$48.71	\$9.30	\$16.60	\$0.00	\$74.61
	03/17/2024	\$49.96	\$9.30	\$16.60	\$0.00	\$75.86
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - West						
EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$30.58	\$8.00	\$5.48	\$0.00	\$44.06
For apprentice rates see "Apprentice- LINEMAN"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GROUNDMAN / TRUCK DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$39.97	\$8.00	\$10.96	\$0.00	\$58.93
For apprentice rates see "Apprentice- LINEMAN"						
HEAVY EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$47.01	\$8.00	\$13.22	\$0.00	\$68.23
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$51.71	\$8.00	\$15.55	\$0.00	\$75.26

Apprentice - LINEMAN (Outside Electrical) - West Local 42

Effective Date - 09/01/2019

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$31.03	\$8.00	\$3.43	\$0.00	\$42.46
2	65	\$33.61	\$8.00	\$3.51	\$0.00	\$45.12
3	70	\$36.20	\$8.00	\$3.59	\$0.00	\$47.79
4	75	\$38.78	\$8.00	\$5.16	\$0.00	\$51.94
5	80	\$41.37	\$8.00	\$5.24	\$0.00	\$54.61
6	85	\$43.95	\$8.00	\$5.32	\$0.00	\$57.27
7	90	\$46.54	\$8.00	\$7.40	\$0.00	\$61.94

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$30.73	\$4.70	\$3.17	\$0.00	\$38.60
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	02/04/2019	\$28.93	\$4.70	\$3.14	\$0.00	\$36.77
TRACTOR-TRAILER DRIVER <i>OUTSIDE ELECTRICAL WORKERS - WEST LOCAL 42</i>	09/01/2019	\$44.67	\$8.00	\$12.55	\$0.00	\$65.22

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.