



City of Somerville: Owner-Construction Manager Agreement

AGREEMENT NAME: **Public Safety Building Project - CM@R**

This Agreement numbered **230061**, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Procurement Department ("City", "Owner", "School", or "Awarding Authority") and the Construction Manager, defined as follows, ("Construction Manager", "CM", "Contractor", "General Contractor", or "Vendor"):

Project Information			
Project Name:	Public Safety Building Project - CM@R	Project Address:	90 Washington Street, Somerville, MA
Project Description:	Pre-construction and construction of a new public safety building that will serve as headquarters for fire and police departments.		
Contractor Name:	Consigli Construction Company, Inc.		
Contractor Address:	72 Sumner Street, Milford, MA 01757		
Contractor Contact Name, Email, & Tel./Fax #:	William O'Rourke	worourke@consigli.com	
	508-922-6755		
Contract Sum:	\$558,977.00	Liquidated Damages:	per section 4.4 Owner-Contractor Agreement
Purchase Order #:	20231753	Funding Source:	City
Wage Requirements:	The Contractor shall pay wages at no less than the wage rates set forth in Appendix C, incorporated as part of this Agreement: namely, State Prevailing Wages (No Federal Funding)		
Contract Period:	3/1/2022 through 4/30/2023		
Dates of Substantial and Final Completion:	Date of Substantial Completion:	2/28/2023	
	Date of Final Completion:	4/30/2023	
This contract is a:	Other: Request for Proposals under MGL c. 149A (RFP #22-03) Construction Manager at Risk contract, procured pursuant to M.G. L. Chapter 149A.		
Contracting Department:	Infrastructure and Asset Management	Project Manager:	Melissa Woods
Design Professional: (The Architects, Landscape Architects, and Engineers, is described herein as the "Design Professional".)	Firm Name:	Context Architecture, Inc.	
	Designer Name:	Jeff Shaw, AIA, LEED AP BD+C, MCPPO	
	Address:	68 Harrison Avenue, Ste. 501, Boston, MA 02111	
	Email Address:	jshaw@contextarc.com	
	Tel. #:	617-423-1400 ext. 35	Designer Type:
Contractor Certifications:	<p>The Contractor hereby certifies under oath as follows: Contractor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Contractor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Contractor, the Contractor is responsible for penalties.</p> <p style="text-align: center;">04-2088291</p> <p>That the Contractor is a duly organized and validly existing <u>Corporation</u> / General Partnership / Limited Partnership / Trust / Sole Proprietorship / or other _____ and is qualified to do business and is in good standing in the Commonwealth of Massachusetts</p> <p>This Agreement has been duly executed and delivered on behalf of the Contractor by its: Officer <u>President</u> (Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>		

Section I: CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement; the General Conditions; the Supplemental Conditions (if they apply); the Notice of Award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Construction Change Directives; the Contractor's Bid and all accompanying documents; Supplemental Conditions; Addenda issued prior to execution of this Contract; Modifications agreed to in writing after the execution of this Contract; and, the Design Professional's written interpretations and clarifications issued on or after the issuance of the Notice to Proceed. Shop Drawing submittals and reports or drawings utilized by the Design Professional in preparing the Contract Documents are not Contract Documents. The following Appendices are hereby incorporated by reference as part of this Agreement.

Appendix Location	Appendix Description	X if Applicable; If No X Not Applicable
Appendix A	Scope of Work – Includes Plans, Technical Specifications, and Addenda Issued During the Bid Process (Incorporated by reference)	X
Appendix B	Contractor's Bid Price; Form for General Bid	X
Appendix C	Certificate of Authority	X
	Insurance Requirements and Contractor's Insurance Certificate(s)	X - refer to specifications in General Conditions, Article XIV
	Procurement Documentation (Advertisement, Central Register, Non-Collusion and Tax Compliance, etc.)	X
	Living Wage Notice for Contracts (over \$10,000)	X
	Certificate of Good Standing (over \$50,000)	X
	Statement of Management (over \$100,000.00)	X
	OSHA Certification	X
	Vulnerable Road Users Ordinance	X
	Responsible Employer Ordinance Acknowledgement (vertical construction contracts under MGL c. 149 and over \$100,000)	X
	Somerville Wage Theft Ordinance Acknowledgement	X
	Wage Rates and Certification Forms (Davis/Bacon and/or Prevailing) (federally funded over \$2,000; state or local funded over \$0)	X
	Payment Bond (over \$25,000)	X - refer to General Conditions, Article XVI; bond will be appended via amendment
	Performance Bond (over \$150,000)	X - refer to General Conditions, Article XVI; bond will be appended via amendment
Appendix D	General Conditions	X
	Supplemental Conditions	

CITY OF SOMERVILLE
AGREEMENT FOR CONSTRUCTION
MANAGER AT RISK SERVICES
OWNER - CONSTRUCTION MANAGER AGREEMENT
PUBLIC SAFETY BUILDING PROJECT

Awarding Authority: City of Somerville

This agreement ("Contract") is made as of the day and year set forth above by and between the City of Somerville (the "Owner"), City Hall, 93 Highland Avenue, Somerville, MA and Consigli Construction Company, Inc. hereinafter called the "Construction Manager or CM", with a principal place of business at 72 Sumner Street, Milford, MA 01757.

The terms used in this Owner - Construction Manager Agreement, are defined in the General Conditions of the Contract and in this Owner - Construction Manager Agreement.

The scope of the work is generally described as follows:

The performance of pre-construction services and construction services, as described in the Contract Documents, during the design and construction of the **Public Safety Building Project** (the "Project"). The Project involves **preconstruction and construction of a new, state of the art facility that will serve as headquarters for Somerville's Police and Fire Departments**. The Project site is located at 90 Washington Street, Somerville. New construction will total approximately 70,000 square feet based on the feasibility study.

PRELIMINARY STATEMENT

- A. Pursuant to M.G.L.c. 149A the City of Somerville ("Owner") is undertaking the Construction of the **Public Safety Building Project** (the "Project").
- B. The Construction Manager ("CM") shall perform the obligations, responsibilities and liabilities of the Construction Manager under this Contract.
- C. OWNER has engaged Collier's Project Leaders (the "Owner's Project Manager" or "OPM"), under a separate agreement to assist OWNER in connection with the Project, as provided in M.G.L.c. 149A section 2. The Owner's Project Manager shall assist the Owner in the administration and management of the Project during design and construction. The CM shall fully cooperate with the OPM including, but not limited to, complying with any instructions that the OPM may issue on OWNER's behalf.
- D. OWNER has engaged the architectural firm of Context Architecture, Inc. (the "Designer"), under a separate agreement to provide design services for the Project. The CM shall fully cooperate with the Designer including, but not limited to, complying with any instructions that the Designer may issue on

the Project.

NOW, THEREFORE, in consideration of the mutual agreements and obligations of the parties set forth below, OWNER and the Construction Manager do hereby agree as follows:

Article 1. The Work.

1.1 The Construction Manager's Responsibilities. The CM shall perform the Work as required by the Contract Documents to construct the Project.

1.2 Site. The Site is shown in the Site Plans that accompanied the Request for Proposals for Construction Management Services issued by the Owner.

1.2.1 Site Inspection. By executing this Agreement, the CM acknowledges that it has visited the Site and has learned as much about the Site as may reasonably be learned from such an inspection. No information which would reasonably have been obtained by such a site inspection may serve as the basis for any change order proposal or claim for additional costs and/or additional time.

Article 2. The Contract Documents.

2.1 Contract Documents. The following documents forming the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents".

- The Request for Qualifications for Construction Management Services for the Project, including amendments thereto.
- The CM's Response to the Request for Qualifications, as accepted by the Owner.
- The Request for Proposals for Construction Management Services for the Project, including exhibits, attachments and amendments thereto.
- The Construction Manager's Proposal, as accepted by the Owner.
- The Owner-Construction Manager Agreement, including amendments thereto.
- The General Conditions of the Contract.
- The Plans and Specifications prepared by the Designer, including Addenda.
- All Approved Change Orders/Contract Modifications issued after execution of the Owner Construction Manager Agreement.
- The Guaranteed Maximum Price (GMP) Amendment, including any revisions thereto.

Article 3. Relationship of the Parties.

3.1 CM's Obligation. The CM accepts the relationship of trust and confidence between OWNER and the CM established by this Agreement and covenants with OWNER to cooperate at all times with OWNER, the OPM, the Designer and any other consultants or project representatives engaged or employed by OWNER, and to utilize the CM's best skill, efforts and judgment to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and, consistent with the requirements of the Contract Documents, to perform the Work in the best way and most expeditious and economical manner consistent with the interests of OWNER and to make every reasonable effort to achieve time savings and construction efficiencies with respect to the Work. The CM, in performing its services under this Agreement, is an independent contractor and is not an agent or employee of, or a joint venture with, OWNER. The CM shall work in harmony and

cooperation with the OWNER, the OPM, the Designer, and separate contractors and other persons or entities engaged by OWNER or otherwise employed in connection with the Project, as well as other public agencies having jurisdiction with respect to the Project.

3.2 Standard of Performance. The CM represents that it is experienced and skilled in construction of projects of the type, magnitude and complexity described in the Contract Documents, that it is familiar with the special problems and requirements of construction of the type required for the Project and in the location of the Site, and that it will furnish a complete and fully operable Project as indicated by and reasonably inferable from the Contract Documents. The CM shall perform its work in strict accordance with all applicable governmental, federal, state and local agency building codes and requirements.

Article 4. Contract Time.

4.1 Commencement Date. The CM shall begin estimating, preconstruction and construction phase services pursuant to the terms and conditions included in written Notices to Proceed ("NTP") that are issued by the OWNER.

4.1.2 Preconstruction Services. The NTP for preconstruction services shall be issued within a reasonable time following authorization to proceed into detailed design from the Somerville City Council. It may, in OWNER's discretion, instruct the CM to begin only certain portions of the preconstruction services.

4.1.3 Construction Services. The NTP for construction services shall be issued within a reasonable time following the execution of the GMP Amendment as defined in Paragraph 6.5, provided that, the OWNER intends to issue several NTPs that will authorize the CM to perform the construction of enabling packages of work prior to the execution of the GMP Amendment, as necessary to support the anticipated phasing schedule in Request for Proposals. When an NTP is issued prior to the execution of the GMP Amendment, OWNER may, in its discretion, limit the scope of the NTP in whatever manner it deems appropriate.

4.2 Substantial and Final Completion. The CM shall achieve Substantial Completion of the designated phases of the work and the entire Work, in accordance with Article 4.4.1, subject to any adjustments in the Contract Time approved by OWNER in accordance with the Contract Documents (the "Substantial Completion Date"). The CM shall achieve Final Completion of the Work, no later than 60 days after Substantial Completion of the entire work. The Substantial and Final Completion Dates for the phases of work shall be subject to extensions of Time that may be approved by OWNER in accordance with the Contract Documents.

4.3 Time is of the Essence. The CM acknowledges that the times of Substantial Completion of the Work, Final Completion of the Work, any other milestones for completion of portions of construction, times for submitting proposals for contract modifications, and other times set forth in the Contract Documents are essential conditions of this Agreement.

4.4 Owner's Damages for Delay

4.4.1 Liquidated Damages. If the CM shall neglect, fail or refuse to achieve Substantial Completion of each designated phase of the construction within the Contract Time, as such time may be adjusted in accordance with the provisions of the Contract Documents, the CM shall pay OWNER the amounts set forth in this Subsection 4.4.1 below, not as a penalty, but as liquidated damages to cover certain losses, expenses and damages of OWNER for such failure to substantially complete the Contract in a timely manner. The CM acknowledges that delay in Substantial Completion of the Project will cause Owner to incur administrative, professional, rental, storage, moving, transportation and other costs in the event of such delay. Delay in Substantial Completion will also require OWNER to incur additional costs for compensation to the Designer, the OPM and other consultants or contractors for extended or additional work on the Project. In light of the difficulty of determining the costs the Owner will incur, in the event of a delay to the Substantial Completion Date, the parties have agreed upon the liquidated damages stated below. The liquidated damages amounts that the Owner may assess for not achieving Substantial Completion Work are as follows:

4.4.2 Actual Damages. If the CM shall neglect, fail or refuse to achieve Substantial Completion of construction within the Contract Time, as such time may be adjusted in accordance with the provisions of the Contract Documents, the CM shall pay the Owner the actual costs the Owner may incur as result of the delay including, but not limited to any additional costs the Owner incurs for leasing alternate space for the displaced municipal departments and/or any holdover rent or penalties imposed on the City by the terms of the existing public safety building lease. Those costs shall be in addition to any liquidated damages costs assessed under Subsection 4.4.1.

4.4.3 Except as otherwise expressly provided, none of the following shall constitute a waiver of the CM's or its surety's obligations to pay liquidated damages or actual damages, as provided in 4.4.1 or 4.4.2:

- (a) Acceptance of any portion of the Work or payment to the CM or its surety therefor;
- (b) Completion of a portion of the Work or the use or occupancy of a portion of the Work by OWNER or others;
- (c) OWNER's requiring or allowing the CM or its surety to complete the Work after the Substantial Completion Date has passed.

4.5 Phasing of the Work.

A summary of the anticipated construction phases for the Project are as follows, for graphical interpretation and substantial completion milestone requirements, refer to the summary schedule distributed with the CM RFQ:

Enabling Phase: Selective demolition, site remediation, and earthwork to support the separation of parcels, development of New Washington Street and ground improvement efforts to support building construction to occur in the period between March and December 2022.

Building Phase: Construction of a public safety building of approximately 70,000 square feet as designed by Context Architecture, Inc.

Project Close-Out: Completion of final punchlist work, to include receipt of final commissioning report,

final LEED documentation uploaded to USGBC and contract closeout as required for completion of final cost audit.

Article 5. Construction Manager's Services.

5.1 Preconstruction Services. Commencing upon the date of this Agreement, unless otherwise directed in a NTP issued by OWNER, the CM shall perform preconstruction services as provided in this Article and elsewhere in the Contract Documents. The CM's scope of services during the Preconstruction Phase is described in the Request for Proposals, a copy of which is incorporated by reference into this Agreement. Preconstruction services shall be considered complete when all Preconstruction Services as described in the RFP have been achieved including the procurement of all sub-filed trade and subcontractor bidding services and the completion and execution of a GMP.

5.1.1 Construction Planning. The CM shall attend regular Project meetings with OWNER, the OPM and the Designer. If requested by OWNER, the CM shall schedule and lead such meetings and keep (take) minutes of such meetings. The CM shall consult with OWNER, the OPM and the Designer concerning planning for construction of the Project. The CM shall make recommendations as to the purchase and assist in expediting the procurement of long lead items, which are required for the Project to ensure their delivery by the required dates. The CM shall review and, if appropriate, make recommendations with respect to the phasing of the Work, in conjunction with the needs of the Owner. The CM shall advise the Designer with respect to the division of the Work into subtrade categories to facilitate the development of bid and proposal packages, bidding and awarding of subcontracts, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

5.1.2 Construction Services. The CM's scope of services during the Construction Phase is described in the Owner-Construction Manager Agreement, the CM General Conditions and in the Request for Proposals, a copy of which is incorporated by reference into this Agreement.

5.2 Preconstruction and Construction Service. The CM shall perform its preconstruction and construction services, responsibilities and obligations concurrently as necessary during the term of this Agreement.

5.2.1 Design Review. The CM shall review, on a continuous basis, the development of the Drawings, Specifications and other design documents produced by the Designer. The CM shall consult with OWNER, OPM and the Designer regarding the selection of materials, building systems and equipment, and shall recommend alternative solutions whenever design details impact construction feasibility, schedules, cost or quality (without, however, assuming the Designer's responsibility for design) and shall provide value engineering services to OWNER. Without limitation, the CM shall review the design documents for clarity, consistency, constructability, maintainability/operability and coordination among the trades, coordination between the specifications and drawings, and sequence of construction, including recommendations designed to minimize adverse effects of labor or material shortages. The CM reviews shall be provided in writing with detailed notations on the drawings and specifications and coordinated with a detailed spreadsheet of the notations and recommended solutions in order to track the issues to final resolution. The CM shall attend meetings as necessary with the Designer, OWNER and the OPM in

order to discuss and resolve all issues.

5.2.2 Master Development Schedule. The CM shall develop detailed project schedules, including a detailed phasing plan and logistics plan for the Work that allows the Owner to take use and occupancy of designated areas of the Work on a Phased basis, and in accordance with the milestone bid packages stated in Article 4.5 of this agreement. The CM will cooperate with the OPM during the development and analysis of these documents. The CM shall coordinate and integrate its Project schedules with scheduling information developed by the OPM and other parties. The requirements provided herein are in addition to and not in limitation of the CM's obligation to prepare and maintain the Baseline Critical Path Method (CPM) Schedule and other schedules as provided in the Contract Documents. The construction schedule shall be developed and provided to the Owner in native Primavera Scheduling software format (.XER) and contain such information as the Designer, OPM and OWNER require. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place. A forecast early completion date in the Contractor's schedule shall not be permissible as a basis for any additional compensation request as it is understood by all parties that the Contract value is based upon the Contractor and Subcontractors staffing the Project through the Contractual milestone dates.

5.2.3 Cost Estimates. The CM shall provide four detailed cost estimates to the Owner during the Contract, as follows:

1. Within twenty-one days: (1) after CM has received the Design Development Documents; (2) after CM has received 60% Complete Construction Documents; (3) after CM has received 90% Complete Construction Documents, prepared by the Designer and approved by OWNER, the CM shall prepare, for the review of the Designer and the OPM, and approval of OWNER, detailed estimates of the Construction Cost (hereafter defined) with supporting data including but not limited to unit costs of materials, equipment and labor hours required to complete all sections of the work. Estimates are to be prepared in Unifomat II, level 3 and CSI MasterFormat 6-digit format to level 3. As used herein, "Construction Cost" shall mean the total cost or, to the extent the Project is not completed, the total estimated cost of constructing the Project, including the Cost of the Work, the General Conditions Payment, General Requirements Payment, Permit Fees, CM Contingency, and the CM Fee. The Construction Cost does not include costs of land acquisition, financing costs, Owner purchased furnishings and equipment, project manager fees or design fees. The CM shall provide value engineering analysis and recommendations during design and construction in order to maintain the limits of the project budget during design, and the Guaranteed Maximum Price (GMP), thereafter, and as requested by Owner.
 - (a) The CM shall update and refine its estimate of Construction Cost at appropriate intervals agreed to by OWNER, the Designer and the CM.
 - (b) Owner may, but shall not be required to, arrange for the preparation of its own periodic estimates of Construction Cost, to be performed by the Designer and/or the OPM. The CM shall

work in good faith and in cooperation and coordination with the OPM and the Designer, and any other consultants involved in preparing estimates of Construction Cost, in order to reconcile any differences between cost estimates prepared by the CM and the cost estimates prepared by such other parties, to clarify assumptions upon which cost estimates are based, and otherwise to address any concerns or questions with respect to such cost estimates raised by the Designer, the OPM, OWNER or such other consultants. If the agreed-upon, reconciled estimate of Construction Cost exceeds the initial Construction Budget established by OWNER, the CM shall advise and cooperate with OWNER, the OPM and the Designer in identifying, specifying and recommending changes in, or additional specification of materials, equipment, component systems and types of construction, or other adjustments in the scope or quality of the Project (collectively, "Cost Reduction Alternatives"), including contingencies or alternative bid items, so as to facilitate revision of the design of the Project to reduce the Construction Cost so as to comply with the Owner's fixed limit of construction cost. Implementation of any Cost Reduction Alternative shall be subject to the approval of OWNER, and OWNER shall have the right, in its sole discretion, to choose which of the Cost Reduction Alternatives shall be implemented.

- (c) The process and responsibilities of the CM described in this Section 5 shall also apply to any separate cost limits within the Construction Budget that have been established by OWNER for certain phases, components or elements of the Work.
- (d) In addition to the detailed cost estimates of Construction Cost required under subparagraph (a), the CM shall upon request by the Owner, provide additional cost estimating services related to value engineering and for estimating costs related to Proposed Change Orders, at no additional cost to the Owner.

5.2.4 Permits and Approvals. Consistent with the General Conditions, the CM shall assist OWNER and the Designer in identifying all governmental permits, user fees, approvals and licenses of any kind which must be obtained and be met in connection with the construction and use and occupancy of the Project. The CM shall comply with all mitigation requirements in the permits that have been issued for the Project.

5.2.5 Progress Reports. The CM shall furnish to the Owner's Project Manager monthly reports concerning the progress of the work which addresses: (a) compliance with the construction schedule, (b) status of major scopes of work being performed by the CM and subcontractors, (c) status of shop drawings, submittals, RFI's and material procurement, (d) manpower status, (e) safety/occurrences, (f) status of change orders, (g) 30 day look ahead, (h) MBE/WBE status updates, and (i) other matters relating to the progress of work as directed by the Owner's Project Manager.

5.2.6 Subcontracts. Unless the Owner authorizes the CM to self-perform any of the Work during construction, all Work shall be performed by the CM pursuant to Subcontracts awarded by the CM in accordance with the General Conditions of the Contract, particularly Appendix C: Procedures for Award of Subcontracts. The CM shall perform the overall management of the effort required to solicit and prequalify, receive subbids and proposals and award subcontracts to the subcontractors who perform services hereunder, in accordance with the procedures specified in Appendix C, provided, however, that the Owner shall procure bids from Trade Contractors, as provided in Appendix C.

- (a) The CM shall consult with OWNER with respect to the procurement of bids for all subcontracts. The CM understands and agrees that OWNER or the OPM may, to the extent described in the General Conditions of the Contract, Appendix C - Procedures for Award of Subcontractors, participate in negotiations with Subcontractors and that OWNER and its representatives shall have access to any documents submitted by all Trade Contractors and Other Subcontractors to the CM, for review as to compliance with bidding and proposal procedures and other requirements of the Contract Documents. No Subcontract or other agreement between the CM and any third party for the furnishing or supply of any labor, materials or equipment in the performance of the Work shall be entered into without OWNER's prior written approval. Such written approval by Owner may take the form of an approval of a list of subcontractors and the dollar value of the subcontracts that CM intends to execute on this Project. Standard forms of subcontract agreement for all Trade Contractors are attached to the General Conditions of the Contract. The CM shall include all costs, with respect to the procurement of bids for all subcontracts, however the Owner shall pay for reproduction costs associated with the procurement of bids for Trade Contractors.

5.3 Construction Services. In accordance with the Notice to Proceed with Construction, the CM shall perform Construction Services as provided in these paragraphs and elsewhere in the Contract Documents.

5.3.1 Construction Cost Monitoring. The CM shall provide a system of Project cost monitoring and reporting and shall develop cash flow reports and forecasts in the format approved by OWNER upon the advice of OPM. The CM shall identify variances between actual costs and its estimated costs and shall immediately advise OWNER whenever projected costs exceed previous estimates.

5.3.2 Costs of Construction shall, in no event, exceed the Guaranteed Maximum Price that will be negotiated between CM and Owner.

5.3.3 Quality Assurance/Quality Control. In addition to the Owner's independent testing and inspection services, the CM shall be responsible for ensuring that adequate quality assurance and quality control programs are developed, implemented and enforced by the CM's staff and all Subcontractors.

5.3.4 Prevailing Wage. Work under this project is subject to the prevailing wage laws M.G.L.c. 149, s.26-27 H. The schedule for prevailing wages will be provided prior to solicitation of subcontractor bids and the negotiation of the GMP. The CM and its subcontractors shall be responsible for anticipating the costs of future changes to the prevailing wage rates in their bid prices, provided that for change order work, the CM and the subcontractor will be entitled to apply the wage rates in effect at the time the extra work is performed.

5.3.5 CM Responsibility for Managing Construction. The CM shall be responsible for managing, coordinating, scheduling, and supervising all aspects of the construction of the Work, as described in this Agreement, the General Conditions, and all other Contract Documents.

5.4 General Requirements for Preconstruction and Construction Services

5.4.1 Design Related. CM shall provide Owner with recommendations and advice concerning design

of the Project and modifications or alternatives. If the CM recognizes or discovers that any portion of the Drawings and Specifications are in error, unclear, ambiguous, or is at variance with applicable laws, the CM shall promptly notify the Designer, the OPM and OWNER in writing. By providing such notice, it is understood that the CM does not assume any obligations or responsibilities for the design of the Project, which obligations shall remain with the Designer. If, however, the CM proceeds with work based on Drawings and Specifications that CM knows are in error, unclear, ambiguous, or at variance with applicable laws, without providing such notice to the Designer and the OPM, the CM shall bear all costs related to the correction of such work.

5.4.2 CM's Organization and Staff. The CM shall establish a table of organization and lines of communication required to carry out the requirements of this Agreement in order to organize and direct the efficient construction of the Project. A listing of the CM's key staff who will perform services directly on this Project has been provided in CM's Proposal Exhibit 1 and is incorporated herein. All key staff shall be available for and actively participate in the performance of the services provided under the Contract Documents. No substitution of any assigned and approved key staff shall be made by the CM without the prior written consent of OWNER in its reasonable discretion. Before any such substitution is made, the CM shall submit to OWNER the qualifications of any proposed replacement. The removal or replacement, without OWNER's consent, of any of the key staff listed in CM's Proposal, other than as a result of retirement, disability, death or bona fide termination of employment or other reasonable reason accepted by OWNER, shall constitute a material breach of this Agreement. Within thirty (30) days after execution of this Agreement, the CM shall furnish to OWNER a detailed organizational chart (the "Organizational Chart") for approval by OWNER. Such chart shall reflect the same persons as set forth in the Proposal unless otherwise approved by OWNER.

5.5 Additional Projects and/or Services

5.5.1 Owner may consider engaging CM to perform additional work under separate contract(s) for other projects for the City of Somerville.

Article 6. Contract Price

6.1 Contract Price.

6.1.1 OWNER shall pay to the CM the Contract Price for the CM's satisfactory performance of the Contract and completion of the Work. The "Contract Price" consists of the Pre-Construction Services Fee described in Section 6.2.2, the General Conditions & General Requirements Amount, described in Section 6.2.3, the Cost of the Work, as defined in Article 7, and the CM Fee as defined in Section 6.3. The total payments to the CM (the Contract Price) shall not exceed the Guaranteed Maximum Price ("GMP") to be agreed to by the Parties in a Contract Amendment that will be negotiated after Contract execution.

6.1.2 For Change Orders or Contract Modifications authorized by the Owner pursuant to the Contract Documents, the Contract Price shall be adjusted as provided in Section 6.2.4 below and Article VII of the General Conditions and not otherwise. After the GMP has been agreed to by OWNER and the CM, any increase or decrease in the Contract Price authorized by OWNER by execution of a Change Order shall increase or decrease the GMP accordingly.

6.1.3 The CM's Fee Proposal, submitted on Exhibit 1, 1A, 1B, 1C and 1D, designates the contract amounts for the Schematic Design Estimating Services, Pre-Construction Services Fee, the Construction Manager's Fee, the General Conditions and the General Requirements. Exhibit 1A, 1B, 1C and 1D are made part of this contract at Exhibit 1.

6.2 Contract Price Breakdown

6.2.2 Preconstruction Services Fee. The Pre-Construction Services Fee is in the lump sum amount of \$558,976.76. From the commencement of the Preconstruction Period through the end of the Preconstruction Period, monthly payments for the Pre-Construction Services shall be in accordance with the Pre-Construction Services Fee specified in Exhibit 1, subject to a cap of \$75,000.00.

6.2.2.1 The Owner may, after execution of the Contract, authorize the CM to spend additional amounts for testing and exploratory work during the Pre-Construction Phase.

6.2.2.2 In the event that conditions arise that cause the Pre-Construction Services to be extended, the Owner reserves the right to negotiate a revision to the monthly amount of the Pre-Construction Services Fee, to reflect any changes in the CM's workload during the extended Pre-Construction Phase period. Those revisions may include a reduction in the value of the monthly Pre-Construction Services Fee, reflecting workload decreases or reductions in the number of the CM's personnel assigned to the Project.

6.2.3 General Conditions & General Requirements Amount. In consideration of the performance by the CM of the items of work described in the Contract Documents as General Conditions (GCs) & General Requirements (GRs), OWNER shall pay to the CM, the lump sum amount specified on Exhibit 1, for GCs/GRs. The Amount of GCs/GRs is a lump amount of \$4,002,786.00. The total dollar value for GC/GR Costs set forth in Exhibit 1 represents the maximum amount to be paid to the CM for all GC/GR Costs during the Project, unless Owner agrees to a Change Order that revises the cost items covered by GCs or GRs. Those revisions may include a reduction in the value of the monthly GC/GR Costs, reflecting decreases of the monthly GCs/GRs required on the Project.

6.2.4 Construction. During the Construction Period, monthly payments shall be made to the CM on account of General Conditions & General Requirements Costs. Prior to the commencement of construction services, the Owner and CM shall agree to a Schedule of Values for the payment of General Conditions & General Requirements during the Construction period.

6.2.5 General Conditions & General Requirements Mark-Up on Change Orders. The Construction Manager shall not be entitled to compensation for added General Conditions or General Requirements for additional work under a Change Order unless the Change Order results in an extension of Contract Time. In the event of a Contract Time extension via authorized Change Order, the General Conditions and General Requirements cost shall be itemized and submitted to the OWNER for review.

6.2.6. General Conditions & General Requirements Breakdown. The CM shall provide a detailed breakdown of its General Conditions & General Requirements costs. Payments for the CM's invoices for General Conditions and General Requirements costs shall not be processed until the CM has provided a breakdown in a format that is acceptable to the Owner.

6.3 Construction Manager's Fee.

6.3.1. Construction Manager's Fee for Construction Services. In consideration of the performance of the Construction Services by the CM, OWNER shall pay to the CM a fee associated with performing the construction services in the amount identified in Exhibit 1 as CM Fee (OH&P). The Construction Manager's Fee is in the lump sum amount of \$1,170,000.00. Payment of the Construction Manager's Fee shall be made on a monthly basis. The amount of the monthly payments shall be determined by applying the percentage of the Cost of the Work approved for payment by OWNER, to the total amount of the Construction Manager's Fee set forth in Exhibit 1 and deducting from such value any amounts previously paid to the CM on account of the Construction Manager's Fee. Owner and CM may alternatively agree to pay the Construction Manager's Fee based upon a fixed monthly amount, provided the cumulative amount of such monthly payments shall not exceed the Construction Manager's Fee.

6.4 No Retainage on Pre-Construction Services; Retainage on Payments During Construction. The Owner shall not assess retainage against the payments for the Pre-Construction Services Fee. Payment to the CM for the Cost of Work and the Construction Manager's Fee shall be subject to the procedures contained in Article VIII of the General Conditions, including a five percent (5%) retainage on monthly payments, provided that the Owner will not hold retainage on the costs of the CM's bonds and the cost of CM's insurance during the construction period.

6.5 Guaranteed Maximum Price.

6.5.1 Upon the request of the Owner, the CM shall submit to OWNER a proposed GMP, which shall be the sum of the estimated Cost of the Work, the Construction Contingency (hereafter defined), the General Conditions Amount, the General Requirements Amount, the CM Fee for Pre-Construction Services, and the Construction Manager's Fee. The CM shall include with the GMP proposal a written statement explaining the basis of the GMP, in form and substance satisfactory to OWNER, which shall include at least:

- (a) a list of the Project design documents upon which the GMP proposal is based;
- (b) a list of GMP allowances and a statement of their basis;
- (c) a list of GMP scope holds and a statement of their basis;
- (d) a list of any assumptions, qualifications and clarifications made by the CM and mutually agreed upon by the Owner, the OPM and the Designer in the preparation of the GMP proposal to supplement the information contained in the Project design documents;
- (e) a statement that the proposed GMP is based on the Baseline CPM Schedule and the Substantial Completion Dates for each phase of the work specified in this Agreement;
- (f) the proposed GMP, including a detailed statement of the actual and estimated Cost of the Work organized in accordance with the categories of work used in the CSI (Construction Specification Institute) format with quantities, units, and unit rates,

Preconstruction and Construction General Conditions & General Requirements Costs, allowances, Construction Contingency, Preconstruction Services Fee and Construction Manager's Fee and other items that comprise the GMP;

- (g) a schedule of applicable alternate prices;
- (h) a schedule of applicable unit prices; and
- (i) the time limit for acceptance of the GMP proposal (which shall not be less than 90 days).

6.5.2 The CM shall meet with OWNER, the Owner's Project Manager and the Designer, as necessary, to review the GMP proposal and the written statement of its basis. In the event that OWNER, Owner's Project Manager or the Designer discover any inconsistencies or inaccuracies in the GMP proposal and accompanying information, they shall promptly notify the CM, which shall make appropriate revisions thereto. OWNER may elect, in its sole discretion, to accept or not to accept the CM's GMP proposal, as such proposal may be revised by agreement with the CM and Owner. Prior to OWNER's acceptance of the CM's GMP proposal, the CM shall not incur any cost to be reimbursed by OWNER, except as provided in this Contract or as OWNER may specifically authorize in writing. If OWNER accepts the CM's GMP proposal, OWNER and CM shall execute and deliver within fifteen (15) days after such acceptance, an amendment to this Agreement, in form acceptable to OWNER and the CM incorporating the GMP amount into the Contract (the "GMP Amendment").

6.5.3 If OWNER does not accept the CM's GMP proposal, OWNER may elect to solicit bids or proposals for the construction of the Project from other contractors, using any solicitation method or methods chosen by OWNER, consistent with applicable laws and procedures, or, if OWNER determines that it is in its best interest to do so, OWNER may enter into negotiations for a contract with one or more of the offerors that submitted proposals in response to the Request for Proposals for this Contract. If OWNER does not accept the CM's GMP proposal within the time limit for acceptance specified in the GMP proposal, as it may be extended by agreement of the parties, then this Contract shall terminate upon the completion of the CM's performance of the Work then in progress or upon notice from OWNER as provided in the General Conditions.

6.5.4 In the event the Contract is terminated for failure to agree to a GMP, Owner's obligations to CM shall be limited to those provided in Article XVII, para. 2 of the General Conditions, for a Termination for Convenience.

Article 7. Cost of the Work.

7.1 Cost of the Work. The "Cost of the Work" shall mean those costs listed in this Section. Cost of the Work shall not include any item included in the General Conditions or General Requirements Costs or the CM's Fee for Pre-Construction Services or the CM's Fee for Construction Services. Costs of the work include:

- 7.1.1 Subcontract Costs. Payments made by the Construction Manager to any Subcontractor in accordance with the requirements of an approved Subcontract, including payments for the Subcontractor's costs for insurance and bonds.

7.1.2 Costs of Materials and Equipment Incorporated in the Completed Construction

- (a) Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction, less all discounts and rebates.
- (b) Costs of materials described herein which are in excess of those actually installed, but which are required to provide reasonable allowance for waste and spoilage. Unused excess materials, if any, shall be delivered to OWNER at the completion of the Work or, at OWNER's option, shall be sold by the Construction Manager. Amounts realized, if any, from such sales shall be credited to OWNER as a deduction from the Cost of the Work.

7.1.3 Costs of Work CM Self Performs. The CM's direct costs for construction work it self-performs, provided that in no event shall such work include cost items included in the General Conditions or General Requirements Costs, the CM's Fee for Pre-Construction Services or the CM's Fee for Construction Services.

7.1.4 Emergencies and Repairs to Damaged or Nonconforming Work.

The following costs incurred by the Construction Manager shall become a part of the Cost of the Work:

- (a) in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the General Conditions or General Requirements.
- (b) in repairing damaged Work, provided that such damage did not result from the fault or negligence of the Construction Manager or the Construction Manager's personnel or any Subcontractor, and only to the extent that the cost of such repairs is not recoverable by the Construction Manager from others or the Construction Manager is not compensated therefor by insurance or otherwise.
- (c) in correcting defective or nonconforming Work, provided that such defective or nonconforming Work did not result from the fault or negligence of the Construction Manager or the Construction Manager's personnel or any Subcontractor or material supplier, and only to the extent that the cost of correcting the defective or nonconforming Work is not recoverable by the Construction Manager from third parties or the Construction Manager is not compensated by insurance or otherwise.

Any costs incurred by the CM which would otherwise be within the scope of this Subsection, may only be charged against the Construction Contingency to the extent permitted by Paragraph 7.2.1 (e), and any such costs incurred after the Construction Contingency has been exhausted shall not be reimbursable as a Cost of the Work.

7.1.5 Miscellaneous Costs of the Work

The following costs shall be included in the Cost of the Work:

- (a) Subcontractor Bond premiums.

- (b) Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents in accordance with the General Conditions.
- (c) Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by OWNER as Costs of the Work.

7.2 Construction Contingency.

7.2.1 The term "Construction Contingency" shall mean the line item included by the CM in the GMP and the Schedule of Values that is available to cover the net amount of any additional costs resulting from unforeseen conditions and events not reasonably anticipated at the time that the CM awards a Subcontract or the parties execute the GMP Amendment, as applicable, to the extent that such conditions or events do not result in or constitute a change in the Work. Examples of such unforeseen conditions and events include, but are not limited to, the following:

- (a) minor concealed or unknown conditions encountered in the performance of the Work which are determined not to be materially different from those indicated in the Contract Documents;
- (b) unanticipated Scope Hold cost overruns during the CM's procurement of Subcontracts or other purchases of materials or labor costs, provided that the same are not caused by the fault, negligence, or breach of contract of the CM or any Subcontractor; in the event of a scope hold overrun, total Construction Contingency funding may not exceed 30% of the initial scope hold value.
- (c) expediting or acceleration costs required to meet the Baseline CPM Schedule, as long as the same are not made necessary by the fault or negligence of the CM or any Subcontractor; and
- (d) such other unforeseen events and conditions as may be specified in the Contract Documents as chargeable to the Construction Contingency.
- (e) additional costs associated with correction of defective or non-conforming Work, or repair of damaged work, provided that the CM shall have first used commercially reasonable efforts to recover the costs of such correction through any applicable Subcontracts (including pursuing the Subcontractors' sureties), and provided that such costs did not result from the fault, negligence or breach of contract of the CM, and only to the extent that the cost of such repair is not recoverable by the CM from others and the CM is not compensated therefor by insurance or otherwise.
- (f) additional costs the CM incurs as a direct result of Subcontractor, Sub-subcontractor or material men defaults.
- (g) additional costs incurred due to unusual market, labor, material or transportation conditions, labor disputes, severe weather conditions or other causes which Owner is not obligated to fund under the Contract Documents.

After execution of the GMP Amendment, if the contract price of any subcontract as awarded is less than the Scope Hold amount carried for such subcontract in the GMP breakdown, the Construction Contingency shall be increased by the amount of such savings, until the combined value of all buyout underrun savings exceeds 25% of the original GMP Construction Contingency value at which point the savings shall shift to a general purpose allowance for exclusive use by the Owner.

7.2.2 The CM shall maintain and update monthly a report describing each item that has been funded from the Construction Contingency and each item for which the CM has requested funding from the Construction Contingency, that is pending with the Owner.

7.2.3 Costs authorized to be reimbursed from the Construction Contingency by Paragraph 7.2.1 shall be paid to the CM as Cost of the Work only if and to the extent reasonably approved by OWNER. The Construction Contingency shall be reduced by the additions to the Cost of the Work resulting from the use of the Construction Contingency as authorized by Paragraph 7.2.1. In the event the CM demonstrates that it has incurred or is about to incur additional costs for unforeseen conditions or events that fall within the parameters of subparagraphs (a) through (e) of Paragraph 7.2.1, the CM shall be entitled to be paid for such costs from the Construction Contingency.

7.2.4 Contingency Interim Return/Balance. Prior to the execution of the GMP, the CM and the OWNER shall mutually agree to a milestone schedule to target contingency balances that shall be returned to the OWNER pending the financial status of the project and assessment of risk for both the CM and the Owner. The method of contingency reductions (percentage of total contingency or specified values) shall be defined prior to the execution of the GMP. At the completion of each milestone, the CM shall credit uncommitted contingency and buyout balances to the extent they are in excess of the milestone targets established prior to the GMP. If, at the time the OWNER issues the final payment to the CM pursuant to Article VIII of the General Conditions of the Contract, there is a balance in the Construction Contingency, such balance shall be the sole property of the Owner.

7.3 Non-Compensable Costs. Neither the Cost of the Work nor the General Conditions or General Requirements Costs shall include compensation for any of the items set forth below:

- (a) Salaries, bonuses and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices, or other offices, other than the site office for the Project, unless those personnel are specifically listed on Exhibit 1, 1A, 1B, 1C or 1D, or unless there is a mutual agreement between Owner and CM to include those personnel costs in either General Conditions costs or the Cost of Work.
- (b) Expenses of the Construction Manager's principal offices, site office or other offices, except the site office for this Project (including, without limitation, in-house computer costs, mail, overnight, fax, reproduction, cellular telephone, local travel and other costs of doing business, services, and related expenses to maintain such offices).
- (c) Overhead and general expenses of any kind, including but not limited to office or fabrication shop overhead and drafting, other than the items covered by the General Conditions or General Requirements Amount.
- (d) The CM's capital expenses, including interest on the CM's capital employed for the Work.
- (e) Costs of machinery and equipment owned or rented by the CM, except as specifically provided in the Contract and approved by the Owner.
- (f) Costs incurred due to the fault, negligence or breach of contract of the CM, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, death or injury to person or damage to property, the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, unanticipated cost overruns incurred by the CM in the procurement of Subcontracts, materials or labor, and making good damage to property not forming part of the Work, except: (i) to the extent reimbursement is received through the recovery of insurance proceeds, or (ii) to the extent such items may be charged to the Construction Contingency with the approval of the Owner pursuant to Paragraph 7.2.1(e).
- (g) Cost for purchase and maintenance of tools, materials, supplies and facilities not consumed during construction or incorporated into the Work, except as specifically provided in the Contract and

- approved by the Owner.
- (h) Penalties, fines or costs imposed by governmental authorities in connection with, or resulting from any violation of, or noncompliance with Applicable Laws, by the Construction Manager or any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
 - (i) Any legal fees incurred by the Construction Manager, unless the same are incurred at the written direction, or with the prior written approval, of OWNER.
 - (j) Travel or meal expenses and personnel relocation expenses except for personnel who have been assigned to the Project.
 - (k) General Conditions or General Requirements Costs in excess of the total of compensation to be paid to CM for all General Conditions & General Requirements as set forth in Exhibit 1.
 - (l) Any cost incurred by the CM as a result of a knowing violation of or failure to comply with this Agreement or the other Contract Documents by the CM.
 - (m) Costs that would cause the GMP to be exceeded.
 - (n) Costs incurred by the CM after final payment; provided, however, that to the extent there is a balance in the Construction Contingency remaining at final payment, such Contingency shall be available to pay costs incurred during the one year period after substantial completion, but only if such Contingency would have been available, subject to reasonable approval by OWNER, to pay such costs had such costs been incurred prior to final payment and only if CM has satisfied Owner that it has made commercially reasonable efforts to have subcontractors and suppliers pay for costs relating to defective or incomplete work items or warrantee items.

7.4 Discounts, Rebates, Refunds and Expenses. Cash discounts obtained on payments made by the CM shall accrue to OWNER if (a) before making the payments the CM included them in an Application for Payment and received payment therefor from OWNER, or (b) OWNER has deposited funds with the CM with which to make payments; otherwise, cash discounts shall accrue to the CM. The CM shall notify OWNER of the availability of any cash discounts so that OWNER may elect to pay or deposit such funds with the CM in order to obtain such cash discount. Such cash discounts and any other trade discounts, rebates, refunds and other amounts received from sales of surplus materials and equipment shall be credited to the Cost of the Work, and the CM shall make provisions so that they can be secured and credited accordingly. Any utility or government rebates associated with the Work are the property of the Owner.

7.5 Accounting Records

7.5.1 The Construction Manager shall check all materials, equipment and labor used on the Work, and shall keep full and detailed accounts and exercise controls as may be necessary for proper accounting and financial management under this Agreement. All books and records shall be maintained in accordance with generally accepted accounting principles, consistently applied. Without limitation, the CM shall comply with the requirements set forth in Article XI of the General Conditions. OWNER and its authorized representatives shall, upon request by OWNER, be afforded copies of, and at all times shall be afforded access to, all of the Construction Manager's records, books, correspondence, instructions, drawings, receipts, invoices, vouchers, memoranda, estimates, budgets, breakdowns, accounting data, bid proposals, cost control information and any other documents and data relating to this Agreement, including data in electronic media or any other media (collectively, "records") and the Construction Manager shall preserve all such records for a period of six years, or for such longer period as

may be required by law, after Final Payment. With respect to work performed by the CM's own forces on a lump sum basis, the CM shall only be required to maintain certified payrolls, documentation required by the Supplementary Conditions for Equal Employment Opportunity, Non-Discrimination and Affirmative Action, and such other records as are required by Applicable Laws or the terms of the Contract Documents.

7.5.2 Without limitation of the foregoing, OWNER shall have the right, at any time and from time to time, upon notice to the Construction Manager, to audit the Construction Manager's records in connection with the Work at the Construction Manager's offices. The Construction Manager shall facilitate any such audit by making necessary facilities available to OWNER and its accountants or other representatives for up to two years after substantial completion of the project.

7.5.3 Subcontractors shall have the same obligations to maintain books and records and to permit audits by the Construction Manager or OWNER as are applicable to the Construction Manager under the Contract Documents.

7.5.4 If any inspection of the Construction Manager's or any Subcontractor's books, records or other documents reveals an overcharge, the Construction Manager shall pay OWNER or, at OWNER 's election, OWNER may reimburse itself by taking as a credit against future payments due the Construction Manager, an amount equal to the overcharge.

Article 8. Payments to Construction Manager.

8.1 Based upon Applications for Payment submitted by the CM, OWNER shall make payments to the CM on account of the Contract Price as provided in Article VIII of the General Conditions of the Contract, the provisions of the Owner-Construction Manager Agreement and elsewhere in the Contract Documents.

Article 9. Equal Employment Opportunity, Nondiscrimination and Affirmative Action

9.1 The CM and all of its Subcontractors shall comply at all times and in all respects with Applicable Laws affecting or regulating employment of persons in connection with the Work, and with the provisions in the General Conditions of the Contract relating to Equal Employment Opportunity, Nondiscrimination and Affirmative Action.

Article 10. Miscellaneous Provisions

10.1 Successors and Assigns. OWNER and the CM bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither the CM nor any partner of the CM shall assign or transfer the Contract or sublet or subcontract it (other than subcontracting portions of the Work as expressly permitted by and in accordance with the Contract Documents), or otherwise transfer or assign any of its or their rights or obligations under all or any portion of the Contract Documents without the prior written consent of OWNER, which consent may be withheld by OWNER in its sole discretion, nor shall the CM or any partner of the CM assign any moneys due or to become due to it hereunder, without such prior written consent of OWNER. Any assignment of the Contract or any interest therein by the CM or any partner of

the CM without the prior written approval of the Owner, shall be void, and the assignee in such case shall acquire no rights in the Contract or in such moneys. OWNER may assign the Contract to any successor or assignee of OWNER's interests, provided that OWNER demonstrates to the reasonable satisfaction of the CM that such successor or assignee has the capability of fulfilling OWNER's obligations under the Contract.

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

10.3 Information Confidential. The CM shall treat as confidential any information relating to the Project that is specifically designated or identified by OWNER as confidential or proprietary and shall not permit the release of such information to other parties without OWNER's prior written authorization.

10.4 Governing Law. The Contract shall be governed by the laws of the Commonwealth of Massachusetts.

10.5 No Personal Liability

10.5.1 No member, officer, consultant, volunteer, participant, employee, agent or representative of OWNER, OPM or Designer shall be personally liable to the CM under any term or provision of this Contract for OWNER's payment obligations or otherwise, or because of any breach hereof.

10.6 Conflict of Interest. The CM shall familiarize its employees assigned to perform services under this Agreement with the provisions of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict-of-interest statute). The CM acknowledges that OWNER is a "municipal agency" for purposes of the aforementioned statute and that the CM is an "interested party" for purposes of the statute. Accordingly, the CM, its employees and agents shall not offer or provide any employee of OWNER, the OPM, or the Designer any gift, gratuity, favor, meal, entertainment, loan or other item of monetary value. The CM warrants and represents that it currently has no interest and shall not acquire any interest, direct or indirect, which would be adverse to or conflict in any manner with the performance of its services under this Agreement or with the interest of OWNER or the Project. The CM further agrees that in the performance of this Agreement no person or entity having any such adverse or conflicting interest shall be employed or granted a subcontract. Except with OWNER's knowledge and express consent, the CM shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to be adverse to the interests of OWNER or to compromise the CM's professional judgment with respect to the Project. The CM has a continuing obligation to divulge to OWNER all circumstances of its relationships with third parties, as well as any other interests that may have an effect on OWNER or the Project at the time of execution of this Agreement or during its performance. If OWNER believes that there is or has been a conflict of interest, or the appearance of a conflict of interest, it will so notify the CM. The CM shall make full disclosure of all material facts, and shall have

a period of thirty (30) days after receipt of such notice to cure the conflict of interest or the appearance of conflict of interest, including the right to request a meeting with the OWNER to explain its position. If the conflict of interest or appearance of conflict of interest is not cured to the satisfaction of OWNER or the controversy otherwise resolved prior to expiration of such thirty (30) days period, the CM shall be deemed to be in default of this Agreement and OWNER may exercise any remedies available to it under this Agreement or applicable law.

10.7 Termination of Contract. The Contract may be terminated as provided in Article XVII of the General Conditions.

10.8 Exhibits. The following Exhibits are attached to and incorporated in this Agreement:

- | | |
|------------|---|
| Exhibit 1. | CM Contract Pricing Summary (refer to Appendix B). |
| Exhibit 2. | Insurance Certificates and Bonds (may be added after contract execution and prior to construction services; refer to Appendix C and to Articles XIV and XVI in the General Conditions). |
| Exhibit 3. | Prevailing Wage Rates (may be added after contract execution and prior to construction services; refer to Appendix C). |

Article 11. Approved Subcontractors. No Trade Contractors or Other Subcontractors shall be used to perform any portions of the Work other than the work described in their subcontracts, without the prior written approval of OWNER.

Article 12. Certifications. Pursuant to M.G.L. c. 62(c), s.49 (a), the individual signing this Contract on behalf of the Construction Manager hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Construction Manager has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently suspended or debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, s. 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder and is not presently suspended or debarred from doing public construction work by any agency of the United States.


Article 13. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages See Appendix A and Appendix B to the General Conditions of the Contract and Article XIII of the General Conditions of the Contract.

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IN WITNESS WHEREOF, the City and the Contractor have executed this Contract as a sealed instrument on

this, the 14th day of June, 2022

CONSTRUCTION MANAGER

X 
Construction Manager Signature (Duly Authorized):

Date Signed: 8-22-2022
Print Title: President
Print Name: Matthew D. Consigli


CITY

City Auditor's Encumbrance Statement


I hereby certify that the total contract amount is \$558,977.00 and that an unencumbered balance of

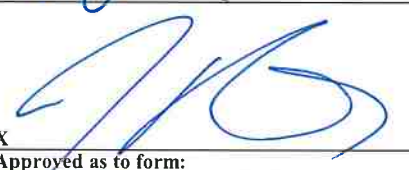
\$558,977 is available for the current fiscal year of this contract. I further certify that a sum of


\$558,977 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

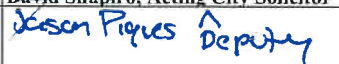
X 
Edward Bean, City Auditor

X 
Katjana Ballantyne, Mayor

X 
Angela M. Allen, Chief Procurement Officer

X 
Approved as to form:
David Shapiro, Acting City Solicitor

X 
Richard E. Raiche, Director of IAM


Jason Piques Deputy

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Appendix A
Plans, Technical Specifications, and Addenda
(Incorporated by Reference)

RFP 22-03, including all specifications, drawings and addenda is incorporated herein by reference. The scope for the initial phase of the Construction Manager's work is summarized below.

The City of Somerville, Massachusetts is planning the early site work for the new Somerville Public Safety Building located at 90 Washington Street. Refer to Drawings and Specifications in RFP 22-03 for complete scope of work.

1. The property at 90 Washington Street is currently owned by the City of Somerville. The City is in the process of subdividing the property into 3 parcels: A, B, C and new roadway, which will result in an extension of New Washington Street. The existing portion of New Washington street will remain active while the project is under construction.
2. Parcel A will partially be used for construction activities including trailers, parking and storage of materials. Parcel C will be used in the interim (during the duration of the Early Enabling work) for stockpile of soil.
3. Phase 1: As part of the Public Safety project, Parcel B, an 85,000 SF lot, will require soil remediation as part of Enabling Site Work. Reports, recommendations, test borings and unit calculations are provided in the specifications of RFP 22-03, Appendices A, B, C and D for the soil remediation. In addition to the Parcel B lot, the City of Somerville requires an approximately 75' x 300' swath of land (bisecting Parcels A/B and C) for the New Washington street roadway realignment. There is required soil remediation for planned utility work in the new roadway. Note: the road project is being managed by the City under separate contract but for remediation purposes, the soil removal to the extent of utility trenching required in this area is to be included as part of the Enabling Site Package.

Phase 2: Parcel B is being planned as the new Somerville Public Safety in a future phase of work

Appendix B

CONTRACTOR'S BID PRICE

Form for General Bid

Bid Form For Alternates (if applicable)

Unit Price Form (if applicable)

Schedule of Values (if applicable)

The Contractor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: Contractor name, Contractor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

Somerville, MA
Public Safety Building
February 2, 2022

PRICE SUBMISSION
FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FEE ANALYSIS

Consigli

Section A. PAYMENT SUMMARY FOR CM PRECONSTRUCTION SERVICES

A.1 Total Payment for CM Preconstruction General Conditions Costs	558,977
A.2 Total Payment for CM Preconstruction Fee	-
A.3 Total Payment for CM Preconstruction Services (Add A.1 & A.2)	558,977
Confirm Total Payment for CM Preconstruction Services in words below, line A.3	Five Hundred Eighty Thousand Three Hundred Twenty Three Dollars

Section A. PAYMENT SUMMARY FOR CM CONSTRUCTION SERVICES

A.4 Total Payment for CM Construction General Conditions Costs	4,002,786
A.5 Total Payment for CM Construction Fee	1,170,000
A.6 Total Payment for CM Construction Services (Add A.4 & A.5)	5,172,786
Confirm Total Payment for CM Construction Services in words below, line A.6	Six Million Six Hundred Sixty Two Thousand Eight Hundred Ninety-Two Dollars

**Section A. PAYMENT SUMMARY FOR
CM PRECONSTRUCTION AND CM CONSTRUCTION SERVICES**

A.7 Total Payment for CM Preconstruction and CM Construction Services (Add A.3 & A.6)	5,731,763
Confirm Total Payment for CM Preconstruction and CM Construction Services in words below, line A.7	Six Million Seven Hundred Sixty-Five Thousand Two Hundred Seventy Six

Somerville, MA
Public Safety Building
February 2, 2022

PRICE SUBMISSION
FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FEE ANALYSIS

Section B: DETAIL OF CM PRECONSTRUCTION GENERAL CONDITIONS COSTS

B.1. Preconstruction Personnel				
List name and title list company name for subcontractors to CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
Bill O'Rourke, Project Executive	2	4%	\$ 35,533	\$ 2,842.64
Rich Scopelliti, Pre-construction Director	8	13%	\$ 23,400	\$ 24,336.00
Myles McDonough, Project Manager	2	2.25%	\$ 24,267	\$ 1,092.02
Bob Barry, Superintendent	2	2.25%	\$ 26,000	\$ 1,170.00
Natalie Bogdanovich, Estimator	8	30%	\$ 24,267	\$ 58,240.80
Jennifer Savoie, Senior Purchaser	8	4%	\$ 23,400	\$ 7,488.00
Lara Allison, Senior Scheduling Manager	8	2%	\$ 23,400	\$ 3,744.00
Kacey-Ann Satchell, DE&I Manager	2	4%	\$ 25,133	\$ 2,010.64
TBD, Project Administrator	8	1%	\$ 16,467	\$ 1,317.36
Steven Burke, Director of Sustainability	8	1%	\$ 23,400	\$ 1,872.00
TBD, BIM Manager	8	5.5%	\$ 23,400	\$ 10,296.00
Enabling Scope				
Bill O'Rourke, Project Executive	6	10%	\$ 35,533	\$ 21,319.80
Myles McDonough, Project Manager	6	100%	\$ 24,627	\$ 147,762.00
Megan Collins, Project Engineer	6	100%	\$ 16,467	\$ 98,802.00
Mike Boucher, General Superintendent	6	10%	\$ 35,533	\$ 21,319.80
Bob Barry, Superintendent	6	100%	\$ 26,000	\$ 156,000.00
Bryan Kingsbury, Safety Director	6	5%	\$ 23,400	\$ 7,020.00
TBD, Project Accountant	6	10%	\$ 17,333	\$ 10,399.80
Kacey-Ann Satchell, DE&I Manager	6	5%	\$ 25,133	\$ 7,539.90
<i>All personnel listed above are key staff</i>			Total B.1	\$ 584,572.76
B.2 Lump Sum for Additional Categories of CM Preconstruction General Conditions Costs and miscellaneous staff and subcontractors				\$ (25,596.00)
B.3 Total Payment for CM Preconstruction General Conditions Costs (Add B.1 & B.2) Transfer total to Payment Summary, Section A, line A.1				\$ 558,976.76

Somerville, MA
Public Safety Building
February 2, 2022

PRICE SUBMISSION
FORM GC: PAYMENT FOR CONSTRUCTION MANAGEMENT SERVICES
FEE ANALYSIS

Section C: DETAIL OF CM CONSTRUCTION GENERAL CONDITIONS COSTS

C.1 Project Management Personnel List name and title, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
Bill O'Rourke, Project Executive	20	10%	\$ 35,533	\$ 71,066.00
Myles McDonough, Project Manager	22	95%	\$ 24,627	\$ 514,704.30
Megan Collins, Project Engineer	22	100%	\$ 16,467	\$ 362,274.00
TBD, Project Engineer	9	100%	\$ 16,467	\$ 148,203.00
TBD, MEP Manager	22	35%	\$ 23,400	\$ 180,180.00
Lara Allison, Senior Scheduling Manager	20	10%	\$ 23,400	\$ 46,800.00
Steven Burke, Director of Sustainability	20	5%	\$ 23,400	\$ 23,400.00
Nick Crowell, Lean Coordinator	20	5%	\$ 22,533	\$ 22,533.00
GMP Development Personnel Carried in GC's				
Rich Scopelliti, Pre-construction Director	5	5%	\$ 23,400	\$ 5,850.00
Jennifer Savoie, Senior Purchaser	6	42%	\$ 23,400	\$ 58,968.00
Natalie Bogdanovich, Estimator	5	50%	\$ 24,267	\$ 60,667.50
BIM Manager: Alicia Martino	20	5%	\$ 23,400	\$ 23,400.00
Per the Owner-CM Agreement par 5.3.2 - a full-time QA/QC Manager				<input type="checkbox"/> is required <input checked="" type="checkbox"/> is not required
All personnel listed above are key staff			Total C.1	\$ 1,518,045.80

C.2 Field Supervisory Personnel List name and title, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
Mike Boucher, General Superintendent	20	10%	\$ 35,533	\$ 71,066.00
Bob Barry, Superintendent	20	100%	\$ 26,000	\$ 520,000.00
TBD, Assistant Superintendent	14	89%	\$ 18,200	\$ 226,772.00
Bryan Kingsbury, Safety Director	20	5%	\$ 23,400	\$ 23,400.00
All personnel listed above are key staff			Total C.2	\$ 841,238.00

C.3 Additional Personnel Positions List name and title, list company name if a subcontractor or JV with the CM	Duration in Months	Percentage of Time Allocated	Monthly Rate	Total Cost
Ken Amano, Corporate Quality Manager	20	10%	\$ 22,620	\$ 45,240.00
Kacey-Ann Satchell, DE&I Manager	22	5%	\$ 25,240	\$ 27,764.00
IT Manager	20	5%	\$ 18,280	\$ 18,280.00
Project Administrator	22	10%	\$ 16,510	\$ 36,322.00
Project Accountant	22	10%	\$ 17,400	\$ 38,280.00
All positions listed are not key staff - max of 5 positions				Total C.3 \$ 165,886.00

C.4 Insurance & Bond Costs Identify other insurance & Bond Costs in blank spaces below	Rate Per Thousand Dollars	ECC cost to be used for Pricing, bond costs will be adjusted to reflect Offeror's GMP	Total Cost
Performance Bond	6.50	\$52,000,000	\$ 338,000.00
Payment (Labor & Material) Bond	0.00	\$52,000,000	included above
Builders Risk	3.72	\$52,000,000	\$ 193,216.00
General Liability	14.00	\$52,000,000	\$ 728,000.00
Vehicle Liability	0.00		included above
Pollution Liability	0.00		included above
Workers Compensation	0.00		included above
Umbrella Coverage	0.00		included above
Professional Liability Insurance	0.00		included above
SDI on Non-Trade Contracts	14.00	\$15,600,000	\$ 218,400.00
Total C.4			\$ 1,477,616.00

C.5 Temporary Utilities & Services	Cost
Temporary Potable Water Service Distribution	Assign To Subcontractor
Temporary Sewer Service and Distribution	Assign To Subcontractor
Temporary Potable Water Consumed	\$ -
Temporary Toilets Rental, Service and Disposal	\$ -
Temporary Electrical Service Distribution	Assign To Subcontractor
Temporary Electricity Consumed	Allowance \$ -
Temporary Heating System	Allowance \$ -
Temporary Heating Fuel Consumed	Allowance \$ -
Emergency Diesel Generator Fuel Consumed (For Testing)	Assign To Subcontractor \$ -
Total C.5 \$ -	

Appendix C
Forms

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Certificate of Authority (Corporations Only)

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

Consigli Construction Co., Inc.

(Insert Full Name of Corporation)

2. I hereby certify that the following individual Matthew Consigli, President

(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected President of said Corporation.

(Insert the Title of the Officer in Line 2)

3. I hereby certify that on January 12, 2022

(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

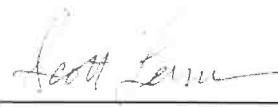
Matthew Consigli, President

President

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: 

(Clerk or Secretary)

Printed Name: J. Scott Lerner

Printed Title: Vice President of Finance / Chief Financial Officer

Date: January 12, 2022

(Date Must Be on or after Date Officer Signed Contract/Bonds)



Print



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: April 08, 2022

To Whom It May Concern :

I hereby certify that according to the records of this office,

CONSIGLI CONSTRUCTION CO., INC.

is a domestic corporation organized on **June 28, 1950** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 22040228410

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: NMa



CONSIGLI

Est. 1905

January 12, 2022

Angela Allen, Chief Procurement Officer
City of Somerville
Procurement & Contracting Services Office
City Hall, Somerville, MA 02108

RE: Proposal for Construction Management Services, City of Somerville, Somerville Public Safety Building—(RFP) #22-03

Dear Ms. Allen,

Consigli Construction Co., Inc. (Consigli) is pleased to present our Construction Management at Risk (CM at Risk) services proposal in response to the City of Somerville, Somerville Public Safety Building project. We're excited about this opportunity to continue our relationships with City of Somerville, Context Architecture and Colliers Project Leaders on this signature project. Our team knows that police and fire stations are driven by non-negotiable scope to ensure security, safety and 24/7 mission-critical operations; we will use this experience to mitigate risk and support informed client decisions. We also understand that this will be an important civic building in Somerville and our team will collaborate with Context Architecture to achieve a high impact exterior design that will be a proud City focal point for generations to come.

As the selection committee reviews our proposal, I'd like to highlight several factors that make Consigli the right choice to serve as CM at Risk:

- ✓ **Team of Public Safety Experts.** As Project Executive, I am leading a team that brings a very strong combination of experience with public safety buildings, significant Chapter 149A projects, construction adjacent to occupied buildings and complex urban sites to address all the challenges of this project. It's important to note that Project Manager Myles McDonough and Superintendent Bob Barry are experts in public safety facilities with experience that includes the Needham Public Safety Complex and Fire Station #2 Expansion and Sharon Public Safety Complex, Town of Milford Fire Station and Town of Chatham Police Department and Town Hall Annex. With their experience, our team will set this project up for success during pre-construction to ensure a certainty of outcome in the construction phase.
- ✓ **100% Success Achieving Clients' GMP on Chapter 149A Projects.** Consigli is well-equipped to provide comprehensive CM services with an Estimating Department that is particularly skilled at pre-construction estimating. Our ability to provide accurate estimating as the design progresses is demonstrated in Consigli's 100% track record of achieving our client's targeted GMP on Chapter 149A projects. We will lead a collaborative design-to-budget process with Colliers Project Leaders and Context Architecture to help guide the client team to a final design and project approach to deliver maximum value in this high-profile project—on time, within budget and with a superior level of quality.
- ✓ **Corporate commitment to meeting MBE/WBE participation goals.** Consigli is committed to meeting or exceeding the 10.4% combined MBE/WBE participation goals for this project. Consigli's Diversity/Community Outreach Manager, Kacey-Ann Satchell, will lead and monitor the initiative providing insight to maximize opportunities for local and minority subconsultants and subcontractors. We have developed a monitoring system to allow for more efficient tracking of this information and easier reporting of any minority or local workforce requirements.
- ✓ **Engaging Your Community.** With the vast majority of our projects involving active sites, Consigli has developed advanced mitigation methods and communication approaches to minimize the impact of construction and the community by generating excitement for their new building. We see great opportunities to engage the Somerville community, mitigate any concerns and offer pathways for open communication. We have supported our clients in other ways as well, by utilizing social media and building information modeling (BIM) to present virtual mock-ups of the completed spaces, celebrations for key milestones and progress reports as the project continues.

Thank you for your consideration of Consigli as a potential CM at Risk for the Somerville Public Safety Building. We are confident that our experience and team will ensure optimal planning and a successful project for all involved. We look forward to our upcoming interview with your selection committee to introduce our team and further describe our approach to building this exciting new complex. We acknowledge that our proposal is firm for ninety (90) days and Addendum 1 that was sent out on January 6th.

Sincerely,

Consigli Construction Co., Inc.

William O'Rourke
Project Executive
mobile: (508) 922-6755 | fax: N/A
email: worourke@consigli.com

Consigli Construction Co., Inc. Construction Managers and General Contractors

313 Congress Street, Boston, MA 02210 p 617.259.1007 consigli.com

Connecticut • Maine • Massachusetts • New York • Washington, DC

An Affirmative Action / Equal Opportunity Employer

FEDERAL INSURANCE COMPANY
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

December 30, 2021

Ms. Angela M. Allen
Chief Procurement Officer
City of Somerville
93 Highland Avenue
Somerville, MA 02143

RE: **Consigli Construction Co., Inc.**
Request for Proposals for Construction Management Services
Public Safety Building Project - (RFQ) #22-03
Estimated Contract Value: \$52,000,000 +/-

Dear Ms. Allen,

Federal Insurance Company and Berkshire Hathaway Specialty Insurance Company ("co-surety") is privileged to act as co-surety for Consigli Construction Co., Inc. ("Consigli"). As Consigli's co-surety, we have always been impressed by our client's diverse capabilities, past project experience, track record of performance and depth of the company's professional staff.

Throughout our relationship, the co-surety has provided all of the surety bonds that Consigli's clients have requested. With respect to Consigli's current bonding requirements, please be advised that the co-surety is willing to support individual projects with contract values approaching \$450,000,000 with corresponding backlogs approaching \$3,000,000,000. Subject to underwriting particulars expressed in the following paragraph, the co-surety will provide Consigli with payment and performance bonds on the Project in an amount equal to or greater than 110 percent of the estimated construction cost of the Project.

As is customary within the surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed at the time of the request for bonds is made by Consigli to its co-surety. Please understand that any arrangement for surety bonds is a matter strictly between Consigli and its co-surety. As such, we assume no liability to you or any third party by the issuance of this letter.

Each of the surety companies are fully licensed and authorized to conduct surety business in all fifty States and each is listed in the US Department of Treasury's listing of Approved Sureties (Department Circular 570). Each surety company has a Company Policyholder rating of 'A' or better by A.M. Best Company, all with a Financial Size Category 'XV' or greater.

The co-surety strongly recommends Consigli to you. Please feel free to contact this office should you have any questions regarding the bonding capacity or technical ability of Consigli Construction Co., Inc.

Sincerely,

Federal Insurance Company
Berkshire Hathaway Specialty Insurance Company



Nicole Roy, Attorney-in-Fact

c/o Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
(617) 535-7200

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Kathleen M. Flanagan and Richard A. Leveroni of Farmington, Connecticut; Gabriela Camacho, Natalie Coneys, Michael J. Cusack, Jean M. Feeney, John J. Gambino, Nicholas Labbe, Sandra C. Lopes, Laurie Rothwell and Nicole Roy of Boston, Massachusetts; Eric J. Canterbury of Ballston Lake, New York

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of November 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

SS.

On this 9th day of November, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

*RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

30th day of December, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Nicole Roy, Nicholas Labbe, Laurie Rothwell, Jean M. Feeney, Michael J. Cusack, Sandra C. Lopes, John J. Gambino, Gabriela Camacho, Eric J. Canterbury, 131 Oliver Street, of the city of Boston, State of Massachusetts**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,

By:

David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By:

David Fields, Vice President

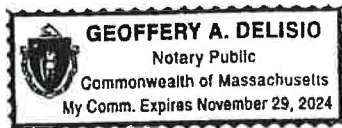


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this December 30, 2021.



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Ralph.Tortorella@bhspecialty.com. THIS POWER OF ATTORNEY IS VOID IF ALTERED.
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-8675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NON-COLLUSION AFFIDAVIT

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT

The undersigned hereby declares under the penalties of perjury that they have carefully examined the Notice to Contractors, form of Contract and general conditions, specifications and plans referred to, and also the site upon which the proposed work is to be performed.

The undersigned also hereby certifies under the penalties of perjury that the offeror is the only entity interested in this proposal; that it is made without any connection with any other person making any bid for the same work, that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom; and without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation; and that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract and herein mentioned. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on Offeror's own investigation and research and not in reliance upon any representation of any employee officer or agent of the Commonwealth.

No oral, written or telegraphic amendments to this bid will be accepted. An offeror wishing to amend this proposal after transmittal to the CITY OF SOMERVILLE may do so only by written notice received by the CITY OF SOMERVILLE in the office designated in the request for proposal prior to the time and date set for the opening of proposals.

Name of Offeror: Consigli Construction Co., Inc.
Company or Joint Venture Name


Authorized Representative Signature
William O'Rourke, Project Executive

Print Name and Title

CERTIFICATION OF TAX COMPLIANCE

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF CAPITAL ASSET MANAGEMENT

Pursuant to M.G.L. Ch. 62c. sec. 49a.

I, Matthew Consigli,

President, _____, Clerk, _____, Partner, of

Consigli Construction Co., Inc., hereby

certify under penalties of perjury that Consigli Construction Co., Inc. has, to my

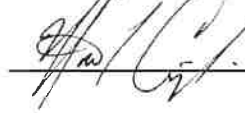
best knowledge and belief, filed all state tax returns and paid all state taxes required under law.

#042088291
Federal Identification Number
or Social Security Number

Signature

Consigli Construction Co., Inc.

Company Name



Matthew Consigli

Name of Duly Authorized (type/print)

President

Title/Company Position

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



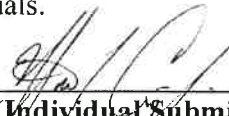
Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: 
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: Consigli Construction Co., Inc.

Date: January 12, 2022

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: 
(Duly Authorized Representative of Vendor)

Name of Business or Entity: Consigli Construction Co., Inc.

Social Security Number or Federal Tax ID#: #042088291

Date: January 12, 2022

Print

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
c/o Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2022

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 have ADDITIONAL INSURED provisions or 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 Alliant Insurance Services, Inc. 131 Oliver Street, 4th Floor Boston MA 02110	CONTACT NAME: Stephen Turner	FAX (A/C, No): 617-535-7205	
	PHONE (A/C, No, Ext): 617-535-7200	E-MAIL ADDRESS: sturner@alliant.com	
INSURED Consigli Construction Co., Inc. 72 Sumner St. Milford, MA 01757	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Chubb National Insurance Compa		10052
	INSURER B : Executive Risk Indemnity Inc		35181
	INSURER C : Starr Indemnity & Liability Co		38318
	INSURER D : Federal Insurance Company		20281
	INSURER E : ACE American Insurance Company		22667
INSURER F : Berkley Assurance Company		39462	

COVERAGES CERTIFICATE NUMBER: 1892740452 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
B A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	54303025 (AOS) 54303345 (CT)	12/30/2021 12/30/2021	12/30/2022 12/30/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54303024	12/30/2021	12/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	1000584819211	12/30/2021	12/30/2022	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 See Description below \$
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	54303026	12/30/2021	12/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
F	Contractors Pollution			PCAB-5015581-1021	10/1/2021	10/1/2022	Per Occurrence \$25,000,000 Aggregate \$25,000,000 SIR \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\$5M XS \$5M Excess Liability -- Insurer G: American Guarantee and Liability, NAIC #26247 -- Policy #AEC-8670643-03 -- Term: 12/30/2021-12/30/2022;
\$15M XS \$10M Excess Liability -- Insurer G: ACE Property and Casualty Company, NAIC #20699 -- Policy #XCQ G71765556 003 -- Term: 12/30/2021-12/30/2022.

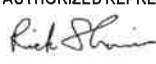
Deductible - GL: \$100,000 Per Occurrence; Auto Comprehensive/Collision: \$2,000; WC: \$100,000 Per Occurrence.

RE: Job #2751 - City of Somerville - Public Safety Building Project; Location: 90 Washington Street, Somerville, MA.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Somerville City Hall 93 Highland Avenue Somerville MA 02143	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 

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Consigli Construction Co., Inc. 72 Sumner St. Milford, MA 01757	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

City of Somerville and anyone else requested by the Owner are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability, Pollution and Umbrella/Excess Liability policies. Automobile, General Liability and Umbrella/Excess Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, General Liability, Workers Compensation and Umbrella/Excess Liability policies. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT, BUT ONLY WHERE THE CONTRACT SPECIFIES COVERAGE FOR COMPLETED OPERATIONS.	ALL LOCATIONS WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2021 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.46** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/08/2021

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature:  _____
(Duly Authorized Representative of Vendor)

Title: Matthew Consigli, President

Name of Vendor: Consigli Construction Co., Inc.

Date: January 12, 2022

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/08/2021

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2021 is **\$15.46** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

**STATEMENT OF MANAGEMENT
For Contracts over \$100,000**

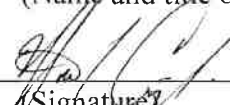
In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this 12th day of January 2022

On behalf of Consigli Construction Co., Inc.
(Name of Successful Bidder)

72 Sumner Street, Milford, MA 01757
(Address and telephone of Successful Bidder)

Matthew Consigli, President
(Name and title of person signing statement)

By: 
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, See attached letter from RSM US LLP
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that 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 above referenced successful bidder's financial statements.

(Signature)

(Business name, address and telephone number)



RSM US LLP

80 City Square
Boston, MA 02129
O +1 617 912 9000
F +1 617 912 9001

www.rsmus.com

August 22, 2022

Angela M. Allen, MCPPO, Chief Procurement Officer
City of Somerville Procurement & Contracting Services
City Hall
93 Highland Ave.
Somerville, MA 02143

Re: Public Safety Building, Somerville MA, 90 Washington Street – CPA Letter

In accordance with Massachusetts General Law, Chapter 30, Section 39R, I, Gregory P. Natalucci, a certified public accountant, state that I have read the statement of management on internal accounting controls prepared by Consigli Construction Company, Inc. in connection with the above named project. Representations of management are consistent with our understanding of the system of internal accounting controls. In addition, we believe that representations of management are reasonable with respect to transactions and assets in amounts, which would be material when measured in relation to Consigli Construction Company, Inc.'s financial statements, which have been audited by RSM US LLP. Our opinion on these financial statements states the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion.

Gregory P. Natalucci
Partner
RSM US LLP

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 11/14/2014



OSHA GENERAL CONTRACTOR CERTIFICATION FORM

**Pursuant to Chapter 306 of the Acts of 2004
An Act Relative to the Health and Safety on Construction Projects**

GENERAL CONTRACTOR'S CERTIFICATION – BID FORM

I, the undersigned, hereby certify under penalties of perjury that I, and all subcontractors who are not filed sub-bidders, shall:

(1) that I am able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid 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.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: 
(Individual Submitting Bid)
Duly Authorized

Name of Business or Entity: Consigli Construction Co., Inc.

Date: January 12, 2022

RETURN THIS FORM WITH YOUR BID



SOMERVILLE ORDINANCE TO SAFEGUARD

VULNERABLE ROAD USERS

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safeguard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:
Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.


January 12, 2022

Authorized Signatory’s Name Date

Consigli Construction Co., Inc.

Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

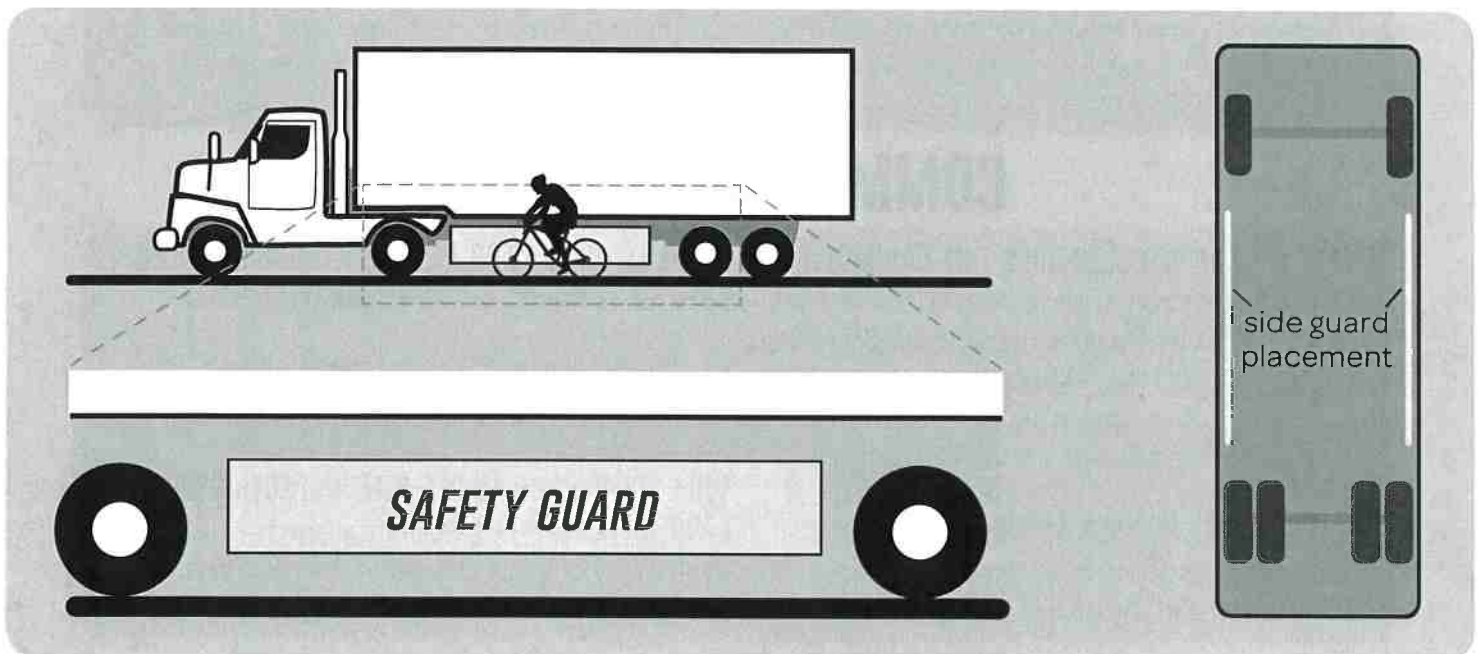
- Vehicles do not meet or exceed Class 3 GVWR
- Vehicles do not exceed 15 MPH
- No vehicles on project
- Other: _____



CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov



**CITY OF SOMERVILLE
PROCUREMENT & CONTRACTING SERVICES (PCS) DEPARTMENT**

**PUBLIC SAFETY BUILDING PROJECT
REQUEST FOR QUALIFICATIONS (RFQ) #22-03**

The City of Somerville is prequalifying construction management (CM) firms (under MGL c.149A) to develop and build a new public safety building at 90 Washington Street. The new 80,000ft² facility will serve as police and fire headquarters and create a multi-story parking garage. Estimated total construction cost is \$51M and project duration is 24 months. This project is currently in Schematic Design Phase. Design Development is scheduled for completion by the end of 2021. Site remediation and preparation will begin in Fall 2021. All firms must be prequalified in order to bid on this project. The City intends to utilize the selected CM for preconstruction services to include site remediation, construction of New Washington St. modifications to site utilities and infrastructure, in addition to those "pre-construction" services customarily performed during the design and bidding phases of a building project.

Access this RFQ online starting on 4 August 2021 at <https://www.somervillema.gov/departments/finance/purchasing> or at <https://www.bidexpress.com/businesses/33100/home>. Parties intending to submit SOQs must email purchasing@somervillema.gov stating that they want to be added to the prospective bidders list.

Optional briefing session is at **11:00AM on 8/11/21** at the project site. The deadline for submission of Statements of Qualifications (SOQ) is **Wednesday, August 25, 2021 at 2:00PM**. Anticipated completion of the prequalification process is in September 2021.

Angela M. Allen
Chief Procurement Officer
617-625-6600 x. 3400

8/4/21 The Somerville Times

AWARDING AUTHORITY AND PROJECT INFORMATION

AGENCY:

Somerville, City of
Department of Procurement & Contracting
City Hall
93 Highland Avenue
Somerville, MA 02143

PROJECT NUMBER: RFQ #22-03
ESTIMATED COST: \$51,250,000
CONTRACTOR QUALIFICATION: DCAMM Certificate

*(required for building contracts over \$150,000 and
highway contracts over \$50,000)*

PROJECT:

The City of Somerville is prequalifying CM firms for the development and construction of a new, modern public safety building. This project will create a state-of-the-art 80,000 SF Police and Fire Headquarters, relocate Engine 3 with a multi-story parking garage.

CONTACT INFORMATION

PHONE: 774-262-2770

FAX:

Anthony DiLuzio

EMAIL: Anthony.diluzio@colliers.com

PLANS/SPECIFICATIONS AVAILABLE*(place, date and time)*

This RFQ is available online at <https://www.somervillema.gov/departments/finance/purchasing> in the Open Bids tab and / or on BidExpress at <https://www.bidexpress.com/businesses/33100/home>.

CONTRACT INFORMATION

SUB BID DEADLINE:

(date and time)

GENERAL BID DEADLINE: 8/25/21 @ 2:00 P.M.

(date and time)

SUB BID CATEGORIES:

ADDITIONAL INFORMATION Non-mandatory RFQ Informational Meeting: 8/11/21 @ 11:00 A.M. at 90 Washington Street, Somerville MA

Bid Opening Date: 08/25/2021 02:00 PM
 Printed: 08/04/2021 01:04 PM

BID SOLICITATION

Description: RFQ #22-03 Construction
 Manager at Risk Services - Public
 Safety Building Project

Bid Number BD-22-1166-COS01- COS01-65330
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Prequalification of CM firms for new public safety facility for police and fire headquarters. See full RFQ on Somerville website: https:	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Angela Allen
 Phone#: (617) 625-6600
 Email: AMAllen@somervillema.gov

BUYER

CITY OF SOMERVILLE
ORDINANCE NO. 2008-08
IN THE BOARD OF ALDERMEN: June 12, 2008

Be it ordained by the Board of Aldermen, in session assembled, that the Code of Ordinances of the City of Somerville, is hereby amended by adding a new Section 2-355 as follows:

Sec. 2-355. Responsible Employer Ordinance.

(a) The Board of Aldermen hereby finds and determines that the failure of certain construction firms awarded contracts funded by the City to include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as provisions concerning health insurance coverage and state-certified apprenticeship programs, is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.

(b) Every contract awarded by the City under G. L. c. 149, § 44A (2) where the amount of the contract is more than one-hundred thousand dollars, and any subcontract awarded in connection with any such general contract where the amount of such subcontract is more than twenty-five thousand dollars, shall be deemed to incorporate by reference the provisions of sub-parts (1) through (5) of this subsection together with the provisions of subsections (c), (d) and (e) of this section.

1. The bidder and all subcontractors under the bidder shall comply with the requirements of G. L. c. 149 concerning the payment of prevailing wage rates to their employees;
2. The bidder and all subcontractors under the bidder must maintain and participate in a bona fide apprentice training program as defined by G. L. c. 23, §§ 11H & 11I for each apprenticeable trade or occupation represented in its workforce that is approved by the division of apprentice training of the department of labor and workforce development of the Commonwealth and must abide by the apprentice to journeymen ratio for each trade prescribed therein in the performance of the contract;
3. The bidder and all subcontractors under the bidder must offer, at its expense, hospitalization and medical benefits for all individuals employed on the project or coverage which is comparable to the hospitalization and medical benefits provided by the health and welfare plans in the applicable craft recognized by G. L. c. 149, § 26, in establishing minimum wage rates. All such plans shall meet or exceed state requirements for such plans.
4. The bidder and all subcontractors under the bidder must maintain appropriate industrial accident insurance coverage in accordance with G. L. c. 152 for all individuals employed on the project;
5. The bidder and all subcontractors under the bidder must properly classify individuals employed on the project as employees rather than independent contractors and comply with all laws concerning workers' compensation insurance coverage, unemployment taxes, social security taxes and income taxes as respects all such employees.

(c) All bidders and all subcontractors under such bidders who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such bidder or subcontractor under the

bidder shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

(d) Any bidder or subcontractor under the bidder who fails to comply with any of the obligations described in sub-parts (1) through (5) of subsection (b) of this section for any period of time, or fails to comply with the weekly certification obligations described in subsection (c) of this subsection shall be subject to any or all of the following sanctions:

1. temporary suspension of work on the project until compliance is obtained; or,
2. withholding by the City of payment due under the contract until compliance is obtained; or,
3. permanent removal from any further work on the project; or,
4. recovery by the city from the general contractor of 1/10 of 1% of the general contract or \$ 1,000.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the general contractor is in non-compliance or, if a subcontractor is in non-compliance, the recovery by the city from the general contractor as a back charge against the subcontractor of 1/10 of 1% of the subcontract price, or \$ 400.00, whichever sum is greater, in the nature of liquidated damages assessed for each week that the subcontractor is in non-compliance.

(e) In addition to these sanctions a general bidder or contractor shall be equally liable for any violation of the obligations described in sub-parts (1) through (5) of subsection (b) of this section committed by any of its subcontractors or sub bidders, excepting only those violations which arise from work performed by subcontractors with subcontracts governed by G. L. c. 149, § 44F. Any contractor or subcontractor who has been determined to have violated any of the provisions of subsections (b) or (c) of this section shall be barred from performing any work on any future contracts awarded by the City for six months for the first violation, three years for the second violation, and permanently for a third violation.

(f) The provisions of this section shall not apply to construction projects for which the low general bid was less than one-hundred thousand dollars, or to work performed pursuant to subcontracts governed by G. L. 149, § 44F where the bid for such subcontract was less than twenty-five thousand dollars.

Receipt Acknowledged 12 day of January 2022.

Consigli Construction Co., Inc.
Name of Vendor

By: Matthew Consigli
Name

Its: President
Title


Signature

CITY OF SOMERVILLE
Responsible Employer Ordinance
To be filled out during construction
WEEKLY COMPLIANCE FORM

In accordance with the Code of Ordinances of the City of Somerville, Section 2-355, all general contractors and all subcontractors under such general contractors who are awarded, or otherwise obtain, contracts from the city on projects governed by G. L. c. 149, § 44A (2), shall comply with the obligations described in sub-parts (1) through (5) of subsection (b) of this section for the entire duration of their work on the project, and an officer of each such general contractor or subcontractor under the general contractor where the amount of such subcontract is more than \$25,000.00, shall certify under oath and in writing on a weekly basis that they are in compliance with these obligations.

STATEMENT OF COMPLIANCE

Date _____

Period _____

I, _____,
(Print Name) (Title)

Do hereby state that _____ is in compliance with all
(Contractor or Subcontractor)

requirements of the City of Somerville's Responsible Employer Ordinance, City Ordinance Section 2-355, for the duration of all work performed on the

_____ by this general contractor or
(Building or Project)

subcontractor.

(Signature)

Signed under the pains and penalties of perjury

Bid ref.: CITY OF SOMERVILLE RFP 22-03 Sec. 2.0

Contract Number: _____

CM at Risk Services – Public Safety Building



WAGE THEFT ORDINANCE CERTIFICATION FORM

CITY OF SOMERVILLE CODE OF ORDINANCES / 2019 / ORDINANCE NO. 2019-24 et seq.*

Instructions: Contractors shall complete this form and sign and date where indicated below. This form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract.

Purpose: The purpose of this form is to ensure that such vendors comply with applicable federal and state wage laws, treat their employees fairly and ensure that wage theft does not occur on their projects.

Definition of “Wage Theft”: an action by an Employer, their officers, agents or employees causing an Employer not to make a timely and/or complete payment of Wages, not to pay the Minimum Wage or Prevailing Wage, or not to pay Overtime earned and owing to an Employee.

CERTIFICATIONS

Whenever the City of Somerville is procuring construction services subject to the provisions of M.G.L. c. 149, c. 149A or c. 30, §39M, the terms of the Somerville Wage Theft Ordinance shall be incorporated into the procurement documents and made part of the specifications and contract. Any person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal and/or contract.

The undersigned bidder, proposer, contractor, subcontractor and/or trade contractor hereby acknowledges receipt of the below referenced requirements and verifies under oath that they will comply with the conditions set forth in the Somerville Wage Theft Ordinance 2019-24, which shall be incorporated into any contract entered into between the City and contractor.

The contractor shall not have been found within the past five years by a court or governmental agency in violation of any law relating to providing workers compensation insurance coverage, misclassification of employees as independent contractors, payment of employer payroll taxes, employee income tax withholding, earned sick time, wage and hour laws, prompt payment laws, or prevailing wage laws.

The contractor shall maintain appropriate industrial accident insurance sufficient to provide coverage for all the employees on the project in accordance with M.G.L. c. 152 and provide documentary proof of such coverage included with the contractor's submitted bid to the inspectional services department to be maintained as a public record.

*Read entire ordinance online at:

https://library.municode.com/ma/somerville/ordinances/code_of_ordinances?nodeId=1001376 or request from the Procurement & Contracting Services Department.

Online at: <https://www.somervillema.gov/procurement>

Bid ref.: CITY OF SOMERVILLE RFP 22-03 Sec. 2.0

Contract Number: _____ CM at Risk Services – Public Safety Building

The contractor shall properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of prevailing wages and overtime, workers compensation insurance coverage, social security taxes and state and federal income tax withholding. (M.G.L. c. 149, § 148B on employee classification).

The contractor shall comply with M.G.L. c. 151, § 1A and M.G.L. c. 149, § 148 with respect to the payment of wages.

The city contractor must make arrangements to ensure that each employee of every contractor and subcontractor of any tier entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; name of employee's employer and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign-in/out logs shall be provided to the city on a weekly basis with the certified payrolls and shall be a public record.

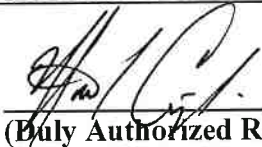
Each contractor of any tier, prior to performing any work on the project, shall sign under oath and provide to the city contractor a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the city.

The contractor must comply with state and, where applicable, federal prevailing wage laws. Contractor shall submit weekly certified payrolls to the City for all employees working on the contract including subcontracted workers at all tiers. Contractor shall use the current standard Massachusetts weekly certified payroll report form. Each contractor shall provide a copy of the OSHA 10 card for every employee attached to the first certified payroll they submit on which the employee appears.

Each payment requisition shall include the following certification:

I certify under oath that each payment requisition is in full compliance with all obligations forth in the Wage Theft Ordinance.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY,

Signature:  _____
(Duly Authorized Representative of Contractor)

Title: President

Name of Contractor: Consigli Construction Co., Inc.

Date: 08-22-2022

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

To be filled out during construction

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

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

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

STATEMENT OF COMPLIANCE

_____, 20____

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

do hereby state:

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

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

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

Signature _____

Title _____



Company's Name:		Address:		Phone No.:		Payroll No.:															
To be filled out during construction																					
Employer's Signature:		Title:		Contract No:		Work Week Ending:															
Awarding Authority's Name:		Public Works Project Name:		Public Works Project Location:		Min. Wage Rate Sheet Number															
General / Prime Contractor's Name:		Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions																	
Employee Name & Complete Address	Work Classification	Employee Is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked							Project Hours (A) All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	Supp. Unemp. (E)	Total Hourly Prev. Wage (F)	Project Gross Wages		Check No. (H)		
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.							Total Gross Wages	Total Gross Wages			

Are all apprentice employees identified above currently registered with the MA DLS's Division of Apprentice Standards?
 YES NO

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

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

Date Received by Awarding Authority



**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**

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

ROSALIN ACOSTA
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority: Somerville, City of
Contract Number: RFP2203 **City/Town:** SOMERVILLE
Description of Work: Construct a new public safety facility of approximately 70,000sf under MGL C149A Alternative Delivery Method.
Job Location: 90 Washington St

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.05	\$13.41	\$16.01	\$0.00	\$66.47
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.12	\$13.41	\$16.01	\$0.00	\$66.54
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.24	\$13.41	\$16.01	\$0.00	\$66.66
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	06/01/2022	\$42.93	\$9.10	\$17.57	\$0.00	\$69.60
	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						
AIR TRACK OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASBESTOS REMOVER - PIPE / MECH EQUIPT <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2020	\$38.10	\$12.80	\$9.45	\$0.00	\$60.35
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
ASPHALT RAKER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
	06/01/2022	\$42.93	\$9.10	\$17.57	\$0.00	\$69.60
	12/01/2022	\$43.93	\$9.10	\$17.57	\$0.00	\$70.60
	06/01/2023	\$44.93	\$9.10	\$17.57	\$0.00	\$71.60
	12/01/2023	\$46.18	\$9.10	\$17.57	\$0.00	\$72.85
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.93	\$9.10	\$17.57	\$0.00	\$68.60
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

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) <i>BRICKLAYERS LOCAL 3 (BOSTON)</i>	02/01/2022	\$57.15	\$11.39	\$22.34	\$0.00	\$90.88
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Apprentice - BRICK PLASTER CEMENT MASON - Local 3 Boston

Effective Date - 02/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.58	\$11.39	\$22.34	\$0.00	\$62.31
2	60	\$34.29	\$11.39	\$22.34	\$0.00	\$68.02
3	70	\$40.01	\$11.39	\$22.34	\$0.00	\$73.74
4	80	\$45.72	\$11.39	\$22.34	\$0.00	\$79.45
5	90	\$51.44	\$11.39	\$22.34	\$0.00	\$85.17

Notes:

Apprentice to Journeyworker Ratio: 1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.33	\$9.10	\$17.72	\$0.00	\$69.15
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND AIRLINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 1 (Metro Boston)</i>	03/01/2022	\$53.87	\$8.68	\$19.97	\$0.00	\$82.52
	09/01/2022	\$54.77	\$8.68	\$19.97	\$0.00	\$83.42
	03/01/2023	\$55.62	\$8.68	\$19.97	\$0.00	\$84.27

Apprentice - CARPENTER - Zone 1 Metro Boston

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
03/01/2022	1	50	\$26.94	\$8.68	\$1.73	\$0.00	\$37.35
	2	60	\$32.32	\$8.68	\$1.73	\$0.00	\$42.73
	3	70	\$37.71	\$8.68	\$14.78	\$0.00	\$61.17
	4	75	\$40.40	\$8.68	\$14.78	\$0.00	\$63.86
	5	80	\$43.10	\$8.68	\$16.51	\$0.00	\$68.29
	6	80	\$43.10	\$8.68	\$16.51	\$0.00	\$68.29
	7	90	\$48.48	\$8.68	\$18.24	\$0.00	\$75.40
	8	90	\$48.48	\$8.68	\$18.24	\$0.00	\$75.40

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.39	\$8.68	\$1.73	\$0.00	\$37.80
2	60	\$32.86	\$8.68	\$1.73	\$0.00	\$43.27
3	70	\$38.34	\$8.68	\$14.78	\$0.00	\$61.80
4	75	\$41.08	\$8.68	\$14.78	\$0.00	\$64.54
5	80	\$43.82	\$8.68	\$16.51	\$0.00	\$69.01
6	80	\$43.82	\$8.68	\$16.51	\$0.00	\$69.01
7	90	\$49.29	\$8.68	\$18.24	\$0.00	\$76.21
8	90	\$49.29	\$8.68	\$18.24	\$0.00	\$76.21

Notes:

% Indentured After 10/1/17: 45/45/55/55/70/70/80/80
Step 1&2 \$34.65/ 3&4 \$41.71/ 5&6 \$62.90/ 7&8 \$70.92

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME <i>CARPENTERS -ZONE 1 (Wood Frame)</i>	04/01/2022	\$34.54	\$7.21	\$8.80	\$0.00	\$50.55
	10/01/2022	\$35.14	\$7.21	\$8.80	\$0.00	\$51.15
	04/01/2023	\$35.79	\$7.21	\$8.80	\$0.00	\$51.80

All Aspects of New Wood Frame Work

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 1						
Effective Date - 04/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.27	\$7.21	\$0.00	\$0.00	\$24.48
2	50	\$17.27	\$7.21	\$0.00	\$0.00	\$24.48
3	55	\$19.00	\$7.21	\$2.00	\$0.00	\$28.21
4	55	\$19.00	\$7.21	\$2.00	\$0.00	\$28.21
5	70	\$24.18	\$7.21	\$6.80	\$0.00	\$38.19
6	70	\$24.18	\$7.21	\$6.80	\$0.00	\$38.19
7	80	\$27.63	\$7.21	\$7.80	\$0.00	\$42.64
8	80	\$27.63	\$7.21	\$7.80	\$0.00	\$42.64

Effective Date - 10/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.57	\$7.21	\$0.00	\$0.00	\$24.78
2	50	\$17.57	\$7.21	\$0.00	\$0.00	\$24.78
3	55	\$19.33	\$7.21	\$2.00	\$0.00	\$28.54
4	55	\$19.33	\$7.21	\$2.00	\$0.00	\$28.54
5	70	\$24.60	\$7.21	\$6.80	\$0.00	\$38.61
6	70	\$24.60	\$7.21	\$6.80	\$0.00	\$38.61
7	80	\$28.11	\$7.21	\$7.80	\$0.00	\$43.12
8	80	\$28.11	\$7.21	\$7.80	\$0.00	\$43.12

Notes:

% Indentured After 10/1/17: 45/45/55/55/70/70/80/80
Step 1&2 \$22.75/ 3&4 \$28.21/ 5&6 \$38.19/ 7&8 \$42.64

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 5 (BOSTON)</i>	01/01/2020	\$49.07	\$12.75	\$22.41	\$0.62	\$84.85
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Boston)

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
01/01/2020	1	50	\$24.54	\$12.75	\$15.41	\$0.00	\$52.70
	2	60	\$29.44	\$12.75	\$17.41	\$0.62	\$60.22
	3	65	\$31.90	\$12.75	\$18.41	\$0.62	\$63.68
	4	70	\$34.35	\$12.75	\$19.41	\$0.62	\$67.13
	5	75	\$36.80	\$12.75	\$20.41	\$0.62	\$70.58
	6	80	\$39.26	\$12.75	\$21.41	\$0.62	\$74.04
	7	90	\$44.16	\$12.75	\$22.41	\$0.62	\$79.94

Notes:

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

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$52.38	\$14.00	\$16.05	\$0.00	\$82.43
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
	For apprentice rates see "Apprentice- OPERATING ENGINEERS"					
DELEADER (BRIDGE) <i>PAINTERS LOCAL 33 - ZONE 1</i>	01/01/2022	\$53.66	\$8.65	\$23.05	\$0.00	\$85.36
	07/01/2022	\$54.86	\$8.65	\$23.05	\$0.00	\$86.56
	01/01/2023	\$56.06	\$8.65	\$23.05	\$0.00	\$87.76
	07/01/2023	\$57.26	\$8.65	\$23.05	\$0.00	\$88.96
	01/01/2024	\$58.46	\$8.65	\$23.05	\$0.00	\$90.16
	07/01/2024	\$59.66	\$8.65	\$23.05	\$0.00	\$91.36
	01/01/2025	\$60.86	\$8.65	\$23.05	\$0.00	\$92.56

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice - PAINTER Local 33 - BRIDGES/TANKS Effective Date - 01/01/2022	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$26.83	\$8.65	\$0.00	\$0.00	\$35.48
	2	55	\$29.51	\$8.65	\$6.27	\$0.00	\$44.43
	3	60	\$32.20	\$8.65	\$6.84	\$0.00	\$47.69
	4	65	\$34.88	\$8.65	\$7.41	\$0.00	\$50.94
	5	70	\$37.56	\$8.65	\$19.63	\$0.00	\$65.84
	6	75	\$40.25	\$8.65	\$20.20	\$0.00	\$69.10
	7	80	\$42.93	\$8.65	\$20.77	\$0.00	\$72.35
	8	90	\$48.29	\$8.65	\$21.91	\$0.00	\$78.85
Effective Date - 07/01/2022	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	50	\$27.43	\$8.65	\$0.00	\$0.00	\$36.08
	2	55	\$30.17	\$8.65	\$6.27	\$0.00	\$45.09
	3	60	\$32.92	\$8.65	\$6.84	\$0.00	\$48.41
	4	65	\$35.66	\$8.65	\$7.41	\$0.00	\$51.72
	5	70	\$38.40	\$8.65	\$19.63	\$0.00	\$66.68
	6	75	\$41.15	\$8.65	\$20.20	\$0.00	\$70.00
	7	80	\$43.89	\$8.65	\$20.77	\$0.00	\$73.31
	8	90	\$49.37	\$8.65	\$21.91	\$0.00	\$79.93

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 1</i>	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2021	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	06/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	12/01/2022	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	06/01/2023	\$45.33	\$9.10	\$17.57	\$0.00	\$72.00
	12/01/2023	\$46.58	\$9.10	\$17.57	\$0.00	\$73.25
For apprentice rates see "Apprentice- LABORER"						
DEMO JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2021	\$42.08	\$9.10	\$17.57	\$0.00	\$68.75
	06/01/2022	\$43.08	\$9.10	\$17.57	\$0.00	\$69.75
	12/01/2022	\$44.08	\$9.10	\$17.57	\$0.00	\$70.75
	06/01/2023	\$45.08	\$9.10	\$17.57	\$0.00	\$71.75
	12/01/2023	\$46.33	\$9.10	\$17.57	\$0.00	\$73.00
For apprentice rates see "Apprentice- LABORER"						
DEMO WRECKING LABORER LABORERS - ZONE 1	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$68.70	\$9.40	\$23.12	\$0.00	\$101.22
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$73.60	\$9.40	\$23.12	\$0.00	\$106.12
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2020	\$103.05	\$9.40	\$23.12	\$0.00	\$135.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888	07/01/2020	\$26.77	\$6.67	\$3.93	\$0.16	\$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103	03/01/2022	\$57.32	\$13.00	\$20.82	\$0.00	\$91.14
	09/01/2022	\$58.76	\$13.00	\$20.86	\$0.00	\$92.62
	03/01/2023	\$60.43	\$13.00	\$20.91	\$0.00	\$94.34

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate	
Apprentice- ELECTRICIAN - Local 103 Effective Date- 03/01/2022	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
	2	40	\$22.93	\$13.00	\$0.69	\$0.00	\$36.62
	3	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
	4	45	\$25.79	\$13.00	\$15.62	\$0.00	\$54.41
	5	50	\$28.66	\$13.00	\$16.10	\$0.00	\$57.76
	6	55	\$31.53	\$13.00	\$16.58	\$0.00	\$61.11
	7	60	\$34.39	\$13.00	\$17.04	\$0.00	\$64.43
	8	65	\$37.26	\$13.00	\$17.52	\$0.00	\$67.78
	9	70	\$40.12	\$13.00	\$17.98	\$0.00	\$71.10
	10	75	\$42.99	\$13.00	\$18.46	\$0.00	\$74.45
Effective Date- 09/01/2022	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
	1	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
	2	40	\$23.50	\$13.00	\$0.71	\$0.00	\$37.21
	3	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
	4	45	\$26.44	\$13.00	\$15.64	\$0.00	\$55.08
	5	50	\$29.38	\$13.00	\$16.12	\$0.00	\$58.50
	6	55	\$32.32	\$13.00	\$16.60	\$0.00	\$61.92
	7	60	\$35.26	\$13.00	\$17.07	\$0.00	\$65.33
	8	65	\$38.19	\$13.00	\$17.55	\$0.00	\$68.74
	9	70	\$41.13	\$13.00	\$18.01	\$0.00	\$72.14
	10	75	\$44.07	\$13.00	\$18.49	\$0.00	\$75.56
Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80							
Apprentice to Journeyworker Ratio:2:3***							
ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2022	\$65.62	\$16.03	\$20.21	\$0.00	\$101.86	

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 09/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.70	\$13.80	\$12.42	\$0.00	\$51.92
2	60	\$30.84	\$13.80	\$13.36	\$0.00	\$58.00
3	70	\$35.98	\$13.80	\$14.31	\$0.00	\$64.09
4	80	\$41.12	\$13.80	\$15.25	\$0.00	\$70.17

Effective Date - 09/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.93	\$13.80	\$12.42	\$0.00	\$53.15
2	60	\$32.31	\$13.80	\$13.36	\$0.00	\$59.47
3	70	\$37.70	\$13.80	\$14.31	\$0.00	\$65.81
4	80	\$43.08	\$13.80	\$15.25	\$0.00	\$72.13

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2022	\$50.60	\$8.20	\$26.50	\$0.00	\$85.30
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$30.36	\$8.20	\$26.50	\$0.00	\$65.06
2	70	\$35.42	\$8.20	\$26.50	\$0.00	\$70.12
3	75	\$37.95	\$8.20	\$26.50	\$0.00	\$72.65
4	80	\$40.48	\$8.20	\$26.50	\$0.00	\$75.18
5	85	\$43.01	\$8.20	\$26.50	\$0.00	\$77.71
6	90	\$45.54	\$8.20	\$26.50	\$0.00	\$80.24

Notes:

** Structural 1:6, Ornamental 1:4

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35

For apprentice rates see "Apprentice- LABORER"

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

LABORER LABORERS - ZONE 1	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

Apprentice - LABORER - Zone 1

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$17.57	\$0.00	\$51.38
2	70	\$28.83	\$9.10	\$17.57	\$0.00	\$55.50
3	80	\$32.94	\$9.10	\$17.57	\$0.00	\$59.61
4	90	\$37.06	\$9.10	\$17.57	\$0.00	\$63.73

Effective Date - 06/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.31	\$9.10	\$17.57	\$0.00	\$51.98
2	70	\$29.53	\$9.10	\$17.57	\$0.00	\$56.20
3	80	\$33.74	\$9.10	\$17.57	\$0.00	\$60.41
4	90	\$37.96	\$9.10	\$17.57	\$0.00	\$64.63

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER (HEAVY & HIGHWAY) LABORERS - ZONE 1 (HEAVY & HIGHWAY)	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
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Apprentice - LABORER (Heavy & Highway) - Zone 1

Effective Date - 12/01/2021

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$9.10	\$17.57	\$0.00	\$51.38
2	70	\$28.83	\$9.10	\$17.57	\$0.00	\$55.50
3	80	\$32.94	\$9.10	\$17.57	\$0.00	\$59.61
4	90	\$37.06	\$9.10	\$17.57	\$0.00	\$63.73

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER CARPENTER TENDER LABORERS - ZONE 1	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER, CEMENT FINISHER TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER, HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.33	\$9.10	\$17.57	\$0.00	\$68.00
	06/01/2022	\$42.33	\$9.10	\$17.57	\$0.00	\$69.00
	12/01/2022	\$43.33	\$9.10	\$17.57	\$0.00	\$70.00
	06/01/2023	\$44.33	\$9.10	\$17.57	\$0.00	\$71.00
	12/01/2023	\$45.58	\$9.10	\$17.57	\$0.00	\$72.25
For apprentice rates see "Apprentice- LABORER"						
LABORER, MASON TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	06/01/2024	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LABORER, MASON TENDER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
LABORER, MULTI-TRADE TENDER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
For apprentice rates see "Apprentice- LABORER"						
LABORER, TREE REMOVER <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
	06/01/2022	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
	12/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	06/01/2023	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	12/01/2023	\$45.43	\$9.10	\$17.57	\$0.00	\$72.10
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$43.69	\$11.39	\$20.37	\$0.00	\$75.45

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.85	\$11.39	\$20.37	\$0.00	\$53.61
2	60	\$26.21	\$11.39	\$20.37	\$0.00	\$57.97
3	70	\$30.58	\$11.39	\$20.37	\$0.00	\$62.34
4	80	\$34.95	\$11.39	\$20.37	\$0.00	\$66.71
5	90	\$39.32	\$11.39	\$20.37	\$0.00	\$71.08
Notes:						
Apprentice to Journeyworker Ratio: 1:3						
MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2022	\$57.17	\$11.39	\$22.31	\$0.00	\$90.87
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.59	\$11.39	\$22.31	\$0.00	\$62.29
2	60	\$34.30	\$11.39	\$22.31	\$0.00	\$68.00
3	70	\$40.02	\$11.39	\$22.31	\$0.00	\$73.72
4	80	\$45.74	\$11.39	\$22.31	\$0.00	\$79.44
5	90	\$51.45	\$11.39	\$22.31	\$0.00	\$85.15
Notes:						
Apprentice to Journeyworker Ratio: 1:5						
MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 1) <i>MILLWRIGHTS LOCAL 1121 - Zone 1</i>	01/03/2022	\$45.52	\$8.58	\$21.57	\$0.00	\$75.67
	01/02/2023	\$47.27	\$8.58	\$21.57	\$0.00	\$77.42

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - New

Effective Date - 01/01/2022		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.18	\$8.65	\$0.00	\$0.00	\$33.83
2	55	\$27.69	\$8.65	\$6.27	\$0.00	\$42.61
3	60	\$30.21	\$8.65	\$6.84	\$0.00	\$45.70
4	65	\$32.73	\$8.65	\$7.41	\$0.00	\$48.79
5	70	\$35.25	\$8.65	\$19.63	\$0.00	\$63.53
6	75	\$37.76	\$8.65	\$20.20	\$0.00	\$66.61
7	80	\$40.28	\$8.65	\$20.77	\$0.00	\$69.70
8	90	\$45.32	\$8.65	\$21.91	\$0.00	\$75.88

Effective Date - 07/01/2022		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$25.78	\$8.65	\$0.00	\$0.00	\$34.43
2	55	\$28.35	\$8.65	\$6.27	\$0.00	\$43.27
3	60	\$30.93	\$8.65	\$6.84	\$0.00	\$46.42
4	65	\$33.51	\$8.65	\$7.41	\$0.00	\$49.57
5	70	\$36.09	\$8.65	\$19.63	\$0.00	\$64.37
6	75	\$38.66	\$8.65	\$20.20	\$0.00	\$67.51
7	80	\$41.24	\$8.65	\$20.77	\$0.00	\$70.66
8	90	\$46.40	\$8.65	\$21.91	\$0.00	\$76.96

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2022	\$48.41	\$8.65	\$23.05	\$0.00	\$80.11
PAINTERS LOCAL 35 - ZONE 1	07/01/2022	\$49.61	\$8.65	\$23.05	\$0.00	\$81.31
	01/01/2023	\$50.81	\$8.65	\$23.05	\$0.00	\$82.51
	07/01/2023	\$52.01	\$8.65	\$23.05	\$0.00	\$83.71
	01/01/2024	\$53.21	\$8.65	\$23.05	\$0.00	\$84.91
	01/01/2025	\$55.61	\$8.65	\$23.05	\$0.00	\$87.31
	07/01/2025	\$54.41	\$8.65	\$23.05	\$0.00	\$86.11

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 1 - Spray/Sandblast - Repaint

Effective Date - 01/01/2022		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$24.21	\$8.65	\$0.00	\$0.00	\$32.86
2	55	\$26.63	\$8.65	\$6.27	\$0.00	\$41.55
3	60	\$29.05	\$8.65	\$6.84	\$0.00	\$44.54
4	65	\$31.47	\$8.65	\$7.41	\$0.00	\$47.53
5	70	\$33.89	\$8.65	\$19.63	\$0.00	\$62.17
6	75	\$36.31	\$8.65	\$20.20	\$0.00	\$65.16
7	80	\$38.73	\$8.65	\$20.77	\$0.00	\$68.15
8	90	\$43.57	\$8.65	\$21.91	\$0.00	\$74.13

Effective Date - 07/01/2022		Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Step	percent					
1	50	\$24.81	\$8.65	\$0.00	\$0.00	\$33.46
2	55	\$27.29	\$8.65	\$6.27	\$0.00	\$42.21
3	60	\$29.77	\$8.65	\$6.84	\$0.00	\$45.26
4	65	\$32.25	\$8.65	\$7.41	\$0.00	\$48.31
5	70	\$34.73	\$8.65	\$19.63	\$0.00	\$63.01
6	75	\$37.21	\$8.65	\$20.20	\$0.00	\$66.06
7	80	\$39.69	\$8.65	\$20.77	\$0.00	\$69.11
8	90	\$44.65	\$8.65	\$21.91	\$0.00	\$75.21

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, NEW) *	01/01/2022	\$48.95	\$8.65	\$23.05	\$0.00	\$80.65
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 1	07/01/2022	\$50.15	\$8.65	\$23.05	\$0.00	\$81.85
	01/01/2023	\$51.35	\$8.65	\$23.05	\$0.00	\$83.05
	07/01/2023	\$52.55	\$8.65	\$23.05	\$0.00	\$84.25
	01/01/2024	\$53.75	\$8.65	\$23.05	\$0.00	\$85.45
	07/01/2024	\$54.95	\$8.65	\$23.05	\$0.00	\$86.65
	01/01/2025	\$56.15	\$8.65	\$23.05	\$0.00	\$87.85

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 1 - BRUSH NEW

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$8.65	\$0.00	\$0.00	\$33.13
2	55	\$26.92	\$8.65	\$6.27	\$0.00	\$41.84
3	60	\$29.37	\$8.65	\$6.84	\$0.00	\$44.86
4	65	\$31.82	\$8.65	\$7.41	\$0.00	\$47.88
5	70	\$34.27	\$8.65	\$19.63	\$0.00	\$62.55
6	75	\$36.71	\$8.65	\$20.20	\$0.00	\$65.56
7	80	\$39.16	\$8.65	\$20.77	\$0.00	\$68.58
8	90	\$44.06	\$8.65	\$21.91	\$0.00	\$74.62

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.08	\$8.65	\$0.00	\$0.00	\$33.73
2	55	\$27.58	\$8.65	\$6.27	\$0.00	\$42.50
3	60	\$30.09	\$8.65	\$6.84	\$0.00	\$45.58
4	65	\$32.60	\$8.65	\$7.41	\$0.00	\$48.66
5	70	\$35.11	\$8.65	\$19.63	\$0.00	\$63.39
6	75	\$37.61	\$8.65	\$20.20	\$0.00	\$66.46
7	80	\$40.12	\$8.65	\$20.77	\$0.00	\$69.54
8	90	\$45.14	\$8.65	\$21.91	\$0.00	\$75.70

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	01/01/2022	\$47.01	\$8.65	\$23.05	\$0.00	\$78.71
PAINTERS LOCAL 35 - ZONE 1	07/01/2022	\$48.21	\$8.65	\$23.05	\$0.00	\$79.91
	01/01/2023	\$49.41	\$8.65	\$23.05	\$0.00	\$81.11
	07/01/2023	\$50.61	\$8.65	\$23.05	\$0.00	\$82.31
	01/01/2024	\$51.81	\$8.65	\$23.05	\$0.00	\$83.51
	07/01/2024	\$53.01	\$8.65	\$23.05	\$0.00	\$84.71
	01/01/2025	\$54.21	\$8.65	\$23.05	\$0.00	\$85.91

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 1 - BRUSH REPAINT

Effective Date - 01/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.51	\$8.65	\$0.00	\$0.00	\$32.16
2	55	\$25.86	\$8.65	\$6.27	\$0.00	\$40.78
3	60	\$28.21	\$8.65	\$6.84	\$0.00	\$43.70
4	65	\$30.56	\$8.65	\$7.41	\$0.00	\$46.62
5	70	\$32.91	\$8.65	\$19.63	\$0.00	\$61.19
6	75	\$35.26	\$8.65	\$20.20	\$0.00	\$64.11
7	80	\$37.61	\$8.65	\$20.77	\$0.00	\$67.03
8	90	\$42.31	\$8.65	\$21.91	\$0.00	\$72.87

Effective Date - 07/01/2022

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.11	\$8.65	\$0.00	\$0.00	\$32.76
2	55	\$26.52	\$8.65	\$6.27	\$0.00	\$41.44
3	60	\$28.93	\$8.65	\$6.84	\$0.00	\$44.42
4	65	\$31.34	\$8.65	\$7.41	\$0.00	\$47.40
5	70	\$33.75	\$8.65	\$19.63	\$0.00	\$62.03
6	75	\$36.16	\$8.65	\$20.20	\$0.00	\$65.01
7	80	\$38.57	\$8.65	\$20.77	\$0.00	\$67.99
8	90	\$43.39	\$8.65	\$21.91	\$0.00	\$73.95

Notes: Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)	12/01/2021	\$41.18	\$9.10	\$17.57	\$0.00	\$67.85
LABORERS - ZONE 1 (HEAVY & HIGHWAY)						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)						
PANEL & PICKUP TRUCKS DRIVER	12/01/2021	\$36.88	\$13.41	\$16.01	\$0.00	\$66.30
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A						
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						
For apprentice rates see "Apprentice- PILE DRIVER"						
PILE DRIVER	08/01/2020	\$49.07	\$9.40	\$23.12	\$0.00	\$81.59
PILE DRIVER LOCAL 56 (ZONE 1)						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PIPE DRIVER - Local 56 Zone 1						
Effective Date -	08/01/2020					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.54	\$9.40	\$23.12	\$0.00	\$57.06
2	60	\$29.44	\$9.40	\$23.12	\$0.00	\$61.96
3	70	\$34.35	\$9.40	\$23.12	\$0.00	\$66.87
4	75	\$36.80	\$9.40	\$23.12	\$0.00	\$69.32
5	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
6	80	\$39.26	\$9.40	\$23.12	\$0.00	\$71.78
7	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
8	90	\$44.16	\$9.40	\$23.12	\$0.00	\$76.68
Notes:						
% Indentured After 10/1/17; 45/45/55/55/70/70/80/80						
Step 1&2 \$34.01/ 3&4 \$41.46/ 5&6 \$62.80/ 7&8 \$69.25						
Apprentice to Journeyworker Ratio:1:5						

PIPEFITTER & STEAMFITTER	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
<i>PIPEFITTERS LOCAL 537</i>						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PIPEFITTER - Local 537						
Effective Date -	03/01/2021					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$23.18	\$11.70	\$8.25	\$0.00	\$43.13
2	45	\$26.07	\$11.70	\$20.24	\$0.00	\$58.01
3	60	\$34.76	\$11.70	\$20.24	\$0.00	\$66.70
4	70	\$40.56	\$11.70	\$20.24	\$0.00	\$72.50
5	80	\$46.35	\$11.70	\$20.24	\$0.00	\$78.29
Notes:						
** 1-3; 3-15; 1-10 thereafter / Steps are 1 yr.						
Refrig/AC Mechanic **1-1;1-2;2-4;3-6;4-8;5-10;6-12;7-14;8-17;9-20;10-23(Max)						
Apprentice to Journeyworker Ratio:**						

PIPELAYER	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
<i>LABORERS - ZONE 1</i>						
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

PIPELAYER (HEAVY & HIGHWAY)	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
<i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PLUMBERS & GASFITTERS	03/01/2022	\$61.79	\$14.07	\$18.36	\$0.00	\$94.22
<i>PLUMBERS & GASFITTERS LOCAL 12</i>						
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - PLUMBER GASFITTER - Local 12						
Effective Date -	03/01/2022					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$21.63	\$14.07	\$6.63	\$0.00	\$42.33
2	40	\$24.72	\$14.07	\$7.52	\$0.00	\$46.31
3	55	\$33.98	\$14.07	\$10.24	\$0.00	\$58.29
4	65	\$40.16	\$14.07	\$12.04	\$0.00	\$66.27
5	75	\$46.34	\$14.07	\$13.85	\$0.00	\$74.26

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Effective Date -	09/04/2022					
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$22.22	\$14.07	\$6.63	\$0.00	\$42.92
2	40	\$25.40	\$14.07	\$7.52	\$0.00	\$46.99
3	55	\$34.92	\$14.07	\$10.24	\$0.00	\$59.23
4	65	\$41.27	\$14.07	\$12.04	\$0.00	\$67.38
5	75	\$47.62	\$14.07	\$13.85	\$0.00	\$75.54

Notes:						
** 1-2; 2-6; 3-10; 4-14; 5-19/Steps are 1 yr						
Step4 with lic\$69.00, Step5 with lic\$76.87						
Apprentice to Journeyworker Ratio:**						

PNEUMATIC CONTROLS (TEMP)	03/01/2021	\$57.94	\$11.70	\$20.24	\$0.00	\$89.88
<i>PIPEFITTERS LOCAL 537</i>						

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

PNEUMATIC DRILL/TOOL OPERATOR	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
<i>LABORERS - ZONE 1</i>						
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY)	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
<i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>						
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						

POWDERMAN & BLASTER	12/01/2021	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
<i>LABORERS - ZONE 1</i>						
	06/01/2022	\$43.18	\$9.10	\$17.57	\$0.00	\$69.85
	12/01/2022	\$44.18	\$9.10	\$17.57	\$0.00	\$70.85
	06/01/2023	\$45.18	\$9.10	\$17.57	\$0.00	\$71.85
	12/01/2023	\$46.43	\$9.10	\$17.57	\$0.00	\$73.10

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice-LABORER"						
POWDERMAN & BLASTER (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$42.18	\$9.10	\$17.57	\$0.00	\$68.85
For apprentice rates see "Apprentice-LABORER (Heavy and Highway)"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$33.69	\$14.00	\$16.05	\$0.00	\$63.74
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/12 (Drivers Hired After 4/30/2012) <i>TEAMSTERS 25 (Mets) - Aggregate</i>	08/01/2021	\$29.15	\$11.41	\$15.25	\$0.00	\$55.81
	05/01/2022	\$30.40	\$11.41	\$15.25	\$0.00	\$57.06
	08/01/2022	\$30.40	\$11.91	\$15.25	\$0.00	\$57.56
READY-MIX CONCRETE DRIVER <i>TEAMSTERS 25 (Mets) - Aggregate</i>	08/01/2021	\$33.66	\$11.41	\$15.25	\$0.00	\$60.32
	05/01/2022	\$34.41	\$11.41	\$15.25	\$0.00	\$61.07
	08/01/2022	\$34.41	\$11.91	\$15.25	\$0.00	\$61.57
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice-LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc Roofer Waterproofing & Roofer Damproofing) <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.03	\$12.28	\$19.45	\$0.00	\$78.76

Apprentice - ROOFER - Local 33

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
02/01/2022	1	50	\$23.52	\$12.28	\$5.21	\$0.00	\$41.01
	2	60	\$28.22	\$12.28	\$19.45	\$0.00	\$59.95
	3	65	\$30.57	\$12.28	\$19.45	\$0.00	\$62.30
	4	75	\$35.27	\$12.28	\$19.45	\$0.00	\$67.00
	5	85	\$39.98	\$12.28	\$19.45	\$0.00	\$71.71

Notes: ** 1-5, 2.6-10, the 1-10; Reroofing: 1-4, then 1-1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE <i>ROOFERS LOCAL 33</i>	02/01/2022	\$47.28	\$12.28	\$19.45	\$0.00	\$79.01
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice-ROOFER"						
SHEETMETAL WORKER <i>SHEETMETAL WORKERS LOCAL 17-A</i>	02/01/2022	\$53.70	\$13.80	\$25.60	\$2.79	\$95.89

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date -	Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
02/01/2022	1	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
	2	42	\$22.55	\$13.80	\$6.01	\$0.00	\$42.36
	3	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
	4	47	\$25.24	\$13.80	\$11.26	\$1.51	\$51.81
	5	52	\$27.92	\$13.80	\$12.23	\$1.62	\$55.57
	6	52	\$27.92	\$13.80	\$12.48	\$1.63	\$55.83
	7	60	\$32.22	\$13.80	\$13.87	\$1.80	\$61.69
	8	65	\$34.91	\$13.80	\$14.84	\$1.91	\$65.46
	9	75	\$40.28	\$13.80	\$16.77	\$2.13	\$72.98
	10	85	\$45.65	\$13.80	\$18.20	\$2.33	\$79.98

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.63	\$13.41	\$16.01	\$0.00	\$67.05
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2022	\$64.36	\$10.44	\$22.10	\$0.00	\$96.90
	10/01/2022	\$66.06	\$10.44	\$22.10	\$0.00	\$98.60
	03/01/2023	\$67.76	\$10.44	\$22.10	\$0.00	\$100.30
	10/01/2023	\$69.51	\$10.44	\$22.10	\$0.00	\$102.05
	03/01/2024	\$71.31	\$10.44	\$22.10	\$0.00	\$103.85
	10/01/2024	\$73.11	\$10.44	\$22.10	\$0.00	\$105.65
	03/01/2025	\$74.91	\$10.44	\$22.10	\$0.00	\$107.45

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile						
Effective Date - 02/01/2022						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$28.05	\$11.39	\$22.34	\$0.00	\$61.78
2	60	\$33.65	\$11.39	\$22.34	\$0.00	\$67.38
3	70	\$39.26	\$11.39	\$22.34	\$0.00	\$72.99
4	80	\$44.87	\$11.39	\$22.34	\$0.00	\$78.60
5	90	\$50.48	\$11.39	\$22.34	\$0.00	\$84.21
Notes:						
Apprentice to Journeyworker Ratio:1:3						
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$42.58	\$9.10	\$17.72	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.30	\$9.10	\$17.72	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2021	\$41.18	\$9.10	\$17.72	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$50.83	\$14.00	\$16.05	\$0.00	\$80.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.92	\$13.41	\$16.01	\$0.00	\$67.34
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$53.41	\$9.10	\$18.17	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2021	\$55.41	\$9.10	\$18.17	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$45.48	\$9.10	\$18.17	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2021	\$47.48	\$9.10	\$18.17	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	12/01/2021	\$37.34	\$13.41	\$16.01	\$0.00	\$66.76
WAGON DRILL OPERATOR <i>LABORERS - ZONE 1</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
	06/01/2022	\$42.43	\$9.10	\$17.57	\$0.00	\$69.10
	12/01/2022	\$43.43	\$9.10	\$17.57	\$0.00	\$70.10
	06/01/2023	\$44.43	\$9.10	\$17.57	\$0.00	\$71.10
	12/01/2023	\$45.68	\$9.10	\$17.57	\$0.00	\$72.35
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR (HEAVY & HIGHWAY) <i>LABORERS - ZONE 1 (HEAVY & HIGHWAY)</i>	12/01/2021	\$41.43	\$9.10	\$17.57	\$0.00	\$68.10
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2021	\$51.38	\$14.00	\$16.05	\$0.00	\$81.43
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2022	\$63.39	\$13.57	\$17.26	\$0.00	\$94.22
	09/04/2022	\$63.49	\$14.07	\$18.36	\$0.00	\$95.92
	02/26/2023	\$65.19	\$14.07	\$18.36	\$0.00	\$97.62
	09/03/2023	\$66.94	\$14.07	\$18.36	\$0.00	\$99.37
	03/03/2024	\$68.74	\$14.07	\$18.36	\$0.00	\$101.17
	09/01/2024	\$70.54	\$14.07	\$18.36	\$0.00	\$102.97
	03/02/2025	\$72.34	\$14.07	\$18.36	\$0.00	\$104.77
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$29.67	\$9.25	\$1.89	\$0.00	\$40.81
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$10.27	\$0.00	\$61.55
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$34.62	\$9.25	\$10.07	\$0.00	\$53.94
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$42.03	\$9.25	\$14.35	\$0.00	\$65.63
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$37.09	\$9.25	\$10.87	\$0.00	\$57.21
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$27.20	\$9.25	\$1.82	\$0.00	\$38.27
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$22.25	\$9.25	\$1.82	\$0.00	\$33.32
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/30/2020	\$49.45	\$9.25	\$17.48	\$0.00	\$76.18

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/30/2020

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$29.67	\$9.25	\$3.39	\$0.00	\$42.31
2	65	\$32.14	\$9.25	\$3.46	\$0.00	\$44.85
3	70	\$34.62	\$9.25	\$3.54	\$0.00	\$47.41
4	75	\$37.09	\$9.25	\$3.61	\$0.00	\$50.00
5	80	\$39.56	\$9.25	\$3.69	\$0.00	\$52.50
6	85	\$42.03	\$9.25	\$3.76	\$0.00	\$55.04
7	90	\$44.51	\$9.25	\$3.84	\$0.00	\$57.60

Notes:

Apprentice to Journeyworker Ratio:1:2

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

Additional Apprentice Information:

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

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

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

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

Appendix D
General Conditions

CITY OF SOMERVILLE
PUBLIC SAFETY BUILDING PROJECT
CONSTRUCTION MANAGER AT RISK CONTRACT
GENERAL CONDITIONS OF THE CONTRACT

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APPENDIX A -- EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM --

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ARTICLE I: DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

Day: calendar day.

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

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

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

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

Notice to Proceed (NTP): The written notice provided by THE OWNER to the CM which authorizes the CM to commence the Work as of a date specified therein, from which date the times specified in Article 4 of the Owner-CM Agreement are measured. THE OWNER may issue more than one NTP, for Preconstruction and Construction Services, in which case the date from which the time for completion of construction is measured shall be as stated in the appropriate NTP.

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

Owner: The City of Somerville, acting by and through its authorized employees and agents.

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

Plan(s): Drawing(s).

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

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

Project Manager: The Owner's Project Manager also referred to as the "Project Manager", identified in the Owner-CM Agreement.

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

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

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

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

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

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

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

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

Substantial Completion: "Substantial Completion" shall occur when (1) the CM fully completes the Work or substantially completes the Work, or a designated Phase thereof, so that the value of the Work remaining to be done is, in the estimate of the Designer, less than one percent of the adjusted contract price, or (2) the CM substantially completes the Work and THE OWNER takes possession for occupancy, whichever occurs first.

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

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

User Agency: The City of Somerville's Infrastructure and Asset Management Department.

Other terms, abbreviations and references are defined as they appear herein.

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

1. Execution.

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

2. Scope of Work.

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

3. Interpretation.

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

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

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

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

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

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

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

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

4. Distribution of Work.

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

5. Subcontracts

Procedures for the procurement and the award of contracts by the CM for the furnishing of labor, materials and equipment in the performance of the Work ("Subcontracts") shall be as specified in the procedures attached hereto as Appendix "C". The CM shall not replace any Subcontractor previously selected without the prior written approval of THE OWNER. The CM shall maintain and periodically update and distribute to THE OWNER, the Project Manager and the Designer a Project Directory listing the names, addresses and telephone numbers of the principal members of the staff of each Subcontractor. The principal contact and a back-up for each Subcontractor and each of their office telephone numbers, mobile telephone numbers and pager numbers, if available, shall be indicated in the Project Directory so that such persons can be reached in emergency situations occurring beyond regular business hours.

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

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

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

6. Contract Price.

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

ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

1. Designer.

Notwithstanding anything to the contrary expressed or implied in this Contract, any of the powers, rights, and duties of the Designer may be exercised by THE OWNER, provided that THE OWNER shall be under no obligation to do so. THE OWNER may rely on the Designer for the performance and exercise of certain rights and obligations of the Owner hereunder. Except as otherwise authorized by the Owner, any Approval required to be obtained from THE OWNER hereunder shall not be valid without the signature of THE OWNER. THE OWNER may explicitly overrule in writing any action, determination or decision of the Designer should THE OWNER choose to do so, except to the extent that the same would violate applicable law. Subject to the foregoing, the Designer shall be responsible for the general administration of the Contract and shall perform the duties and exercise the rights herein conferred on the Designer. Except as otherwise specifically provided herein, the Designer shall decide all questions which may arise as to the conduct, quantity, quality, equality, acceptability, fitness, and rate of progress of the several kinds of work and materials to be performed and furnished under this Contract, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications. In the case of the death, resignation, inability or refusal of the Designer to act, or the termination of his or her or its employment, THE OWNER may appoint another person to act as Designer for the purposes of this Contract. THE OWNER shall give written notice to the CM of any such appointment.

2. Right of Access to Work.

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

or conflicts which may arise between the CM and other contractors of THE OWNER with respect to their work shall be initially resolved by the Project Manager.

3. Inspection No Waiver.

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

ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CM

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

1. Review of Contract Documents and Field Conditions.

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

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

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

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

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

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

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

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

F. The Designer shall establish baselines and benchmarks on the Drawings for the location of the Work but all other lines and grades shall be determined by the CM. The CM shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The CM shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The CM shall

verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.

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

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

I. Under no circumstances will the CM its subcontractors and suppliers allow trucks to be parked or idling along any streets in the neighborhoods adjacent to the Project site.

3. Key Personnel.

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

4. Labor.

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

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

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

5. Notices and Permits.

A. The CM shall obtain all approvals, permits, user fees, certificates and licenses required by Laws, pay all charges and fees, and pay for or cause the appropriate Subcontractor to pay

for all utilities required for the proper execution of the Work. The costs of any required permits shall be considered Cost of the Work. The CM shall perform the work in strict accordance with all permit requirements that have issued for the Project.
NOTE: The City of Somerville has waived the costs for all City issued permits that the CM and its subcontractors will need to obtain to perform the work on the Project.

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

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

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

6. Excavation.

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

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

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

8. Sanitary Facilities.

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

A. There shall be no fewer facilities than the number required by applicable Laws;
B. Facilities shall be kept in a clean sanitary condition at all times and shall be adequately screened to be inaccessible to flies.

9. Temporary Offices.

A. Except as otherwise specified in the Contract Documents, the CM shall erect the following temporary offices near the Site as directed by the Owner and shall adequately furnish and maintain them in a clean, orderly condition:

B. A CM's field office at which CM's authorized representatives shall be present at all times while work is in progress. Instructions, notices, and other communications delivered there by the Designer or THE OWNER or the Project Manager, shall be deemed delivered to the CM. CM's trailer shall be a double wide trailer (1,600 +/- SF) that will accommodate meetings with a conference table and chairs sufficient to accommodate 12 persons at one time or as mutually agreed upon prior to the execution of the GMP.

C. Office Trailer for the Architect/Project Manager/On-Site Rep. Such trailer shall be in close proximity to the CM's field office, shall be roughly 1600 +/- square feet in area, and shall be equipped with four offices, (seems excessive large) electric lights, heat, air conditioning, window screens, secure locking devices, and a toilet room with a working chemical toilet. Such office shall be equipped with at least the following amenities, all of which shall become the property of the CM at the conclusion of the Work:

D. FURNISHINGS AND EQUIPMENT FOR OWNER'S SITE OFFICE (review)

- 1) Furnishings: Provide the following furniture and equipment in new and unused condition for the Owner's site office; these furnishings shall be turned over to the Owner at completion of construction, before the trailer is removed from the site.
 - a) Desks: Provide four desks Model No EC4 72"x30" Electric Height Adjustable Standing desks manufactured by FlexiSpot, or equivalent.
 - b) Plan Tables: Provide one sloped surface plan table at least 42 inches x 12 ft. with raised lip at lower edge. Provide proper illumination over plan table.
 - c) Shelving: Provide and install forty linear feet of 12-inch-deep shelving.
 - d) Conference Table: Provide four 30-inch x 6 ft. conference table with plastic laminated oak finish with oak edging and double tee chrome leg base as manufactured by Kruger. Provide ten straight back folding chairs with cushioned seats.
 - e) Chairs: Provide four new padded desk chairs with arms, swivel base, height adjustment and casters.
 - f) Visitors Chairs: Provide two padded visitors chairs with arms.
 - g) File Cabinets: Provide four two-drawer metal file cabinets on casters with locks and keys.
 - h) Drawing Racks: Two portable plan rack units on casters; 12-stick capacity each. Include twelve 3-knob sticks per unit.
 - i) Bulletin Boards: Provide and install four bulletin (tack) boards measuring at least 5'x3' and four white boards measuring at least 6'x4'.
 - j) Thermometer: Provide one indoor/outdoor thermometer mounted at project office window.
 - k) Water: Provide drinkable bottled spring water in a dispenser, which furnishes instant hot water, as well as cold water. Provide water service for the duration of the project delivered as necessary to avoid running out, coffee for machine, and continuous stock of flat bottom cups.
 - l) Coffee Maker: Provide one Keurig K140 Series Commercial Brewer, cups, coffee, cream and sugar for the duration of the project.
 - m) Refrigerator: Provide one under-counter refrigerator, minimum 6 CF size.
 - n) Microwave Oven: Provide one Microwave oven.
 - o) Construction PPE: Provide twelve blank construction hard hats with adjustable dials and twelve safety vests

- p) Waste Paper Baskets: Provide four 32 gallon trash barrels and trash bags for the duration of the project.
- q) First Aid Kits: Provide one industrial quality wall mounted first aid kit sized and supplied for ten people.
- r) Office Supplies: Provide office supplies for Architect and Owner's Project Manager for life of project, which includes but not limited to (paper, pens, folders, staplers, heavy duty stapler, heavy duty hole punch, scissors, paper clips, 3 in. three ring binders, whiteboard markers and erasers, paper towels, cleaning materials, disposable plates, disposable utensils and other similar type supplies).
- s) One coat rack, consisting of wall-mounted panel equipped with six coat hooks, 6 inch spacing; and hard hat shelf above.

2. Office Equipment (review with City)

- a) Provide one new wifi connected color copier complete with wheeled stand, as manufactured by Canon Corporation Model No. Image runner Advance C3525i or equivalent, with the following minimum features:
 - i) Include toner or inks and supplies required for the duration of the Contract. One spare set of toner cartridges shall always be onsite.
 - ii) Wifi enabled and hard connection to Ethernet network.
 - iii) Include cabinet stand with casters, full documentation, and manuals.
 - iv) Provide service agreement covering parts and labor limited warranty for the duration of the project, on-site service with response time within 24 hours of notice.
 - b) Provide One new wifi connected InkJet printer as manufactured by EPSON Model No. WF 7840 or equivalent with the following features:
 - i) All necessary cables connected to USB port
 - ii) Toner or inks and supplies required for the duration of the Contract. One spare set of toner cartridges shall always be onsite.
 - iii) Service agreement is not required, however if the printer fails during the course of the project a replacement will be required.
 - c) Miscellaneous Technology
 - i) Provide one 60" 4K LED HDTV with HDMI input and HDMI cable, to be wallmounted in conference area by Contractor's technician.
 - d) Data Cabling: Provide data cabling as follows:
 - i) Provide adequate data cabling within the Owner's site office so that there is a minimum of one (1) data connection (Cat 5e or Cat 6) in each office at each planned workstation/desk, conference room and printer.
 - ii) Provide cabling from the ISP entry point of the trailer to each wall jack.
 - iii) The exact location and quantity of data drops shall be coordinated and approved by the Architect prior to implementation.
 - iv) The use of a wireless network within the trailer is NOT an acceptable alternative (wireless capability is acceptable but are NOT to be used in lieu of data cabling).
- E. Telephone Service for Owner's Field Office:
1. One linked line for telephones with local and long-distance service
 2. Provide two cordless telephones with speakerphone feature and integral answering machine. Connect to wall mounted jacks with cords not less than 10 feet long and one conference room phone.
- F. Owner's High Speed Internet Service: Provide the following high-speed internet connection and related equipment in the Owner's field office.
1. Provide Small Business Service or Broadband Business Service at 200 mb/sec, upstream and downstream with modem and router compatible with and approved by

the approved local Service Provider), ISP choice coordinated and approved by the Architect and OPM.

2. Determine the available Internet Service Providers (ISP) for the jobsite location and report the options to the Architect for review and approval.

3. Internet connection shall be dedicated for the use of the occupants of this trailer only, and shall not be shared with other trailers, or outside users without permission of the Architect.

4. High Speed Internet Connection to be fully configured and operational on all computer workstations specified in section i. Owner's Site Office Technology.

5. Dynamic IP is acceptable, static IP is not required.

6. Confirm that the ISP permits the use of Cisco VPN Client using port 10000 (Virtual Private Network) connections thru their network/internet access service.

7. Provide multi-port 10/100 switch in trailer for networking equipment and internet access.

8. Routers with built-in wireless must have web encryption configured and turned on. WEP key information shall be provided to and adjustable by the Architect and the OPM.

9. The high-speed data connection shall terminate in the trailer in a locked room or closet. If no such room is available, coordinate the location with the Owner's Representative Project Manager. Network equipment and high-speed modem shall be located so that it is hidden from immediate sight and preferably located in a corner (not on a desk where it can be easily tampered with) of a room or mounted on a shelf high on a wall.

10. Provide surge protector for all Internet access/network equipment.

11. Provide Architect and OPM with all account numbers, user names, and passwords applicable to the ISP agreement, as well as support contact information such as Toll-Free and 24/7 support phone numbers for said ISP for use in contacting the ISP during times of apparent lack of connectivity.

12. High Speed internet access service shall commence within one week of trailer occupancy or one week following activation of electrical service to the Owner's Field Office; whichever comes first. Service shall remain activated and financial account status in good standing with ISP until such time that the Architect and Owner's Representative agree to terminate service. General Contractor shall plan to keep internet service active for at least one month following current project completion date or one month after scheduled removal of field trailer, whichever is the later of the two.

13. General Contractor shall advise Subcontractors of the location of any wires or cables associated with high-speed internet and power connections to the Owner's Field Office to avoid disruption of service during construction or site work.

G. Consumables: Furnish supplies required to maintain the Owner's site office for duration of Contract, including, but not limited to, the following:

1. Copiers: Toner and paper.

2. Assorted Office stationery and accessories, such as loose file holders, manila folders, folder labels, staples, paper clips, binder clips, pens, pencils, markers, and sticky notes.

3. Drinking Water: Provide bottled water for water dispenser in 6-gallon bottles, delivered as necessary to avoid running out, and continuous stock of flat bottom cups.

10. Contract Documents and Samples at the Site.

Six sets of Contract Documents will be furnished to the CM by THE OWNER immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of THE OWNER. The CM shall maintain at the Site for the use and information of THE OWNER one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule.

and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and Project Manager and shall be delivered to the Designer for submittal to THE OWNER upon completion of the Work. The Drawings, Specifications and other documents prepared by the Designer, and copies thereof furnished to the CM, are for use solely with respect to this Project. The CM shall not permit their release to other parties except as may be necessary in dealing with governmental authorities in the ordinary course of permitting and constructing the Project. Further, they are not to be used by the CM or any Subcontractor or Supplier on other projects without the specific written consent of THE OWNER and the Designer.

11. **Telephones.** The CM shall provide its on-site personnel with telephones.

12. Safety Laws, Regulations, and Practices.

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

(1) If the CM uses or stores toxic or hazardous substances it shall comply with M.G.L. c. 111F, s. 2, the "Right to Know" law and regulations promulgated by the Department of Public Health, 105 CMR 670, the Department of Environmental Protection, 310 CMR 33, and the Department of Labor and Workforce Development, 441 CMR 21; and shall post a Workplace Notice obtainable from the Department of Labor and Workforce Development.

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

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

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

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

B. The CM shall take reasonable precautions to prevent damage, injury or loss to persons or property. Nothing herein shall relieve Subcontractors of their responsibility for the safety of persons and property, and for compliance with all Laws applicable to the Work and their activities in connection therewith. Without limitation, the CM shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (1) all agents and employees and contractors on the Work and all other persons who may be affected thereby

including the general public, (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Site, under the care custody or control of the CM or any of its Subcontractors or any contractors directly or indirectly contracting through any of them, and (3) other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work. The CM shall promptly remedy all damage or loss to any such property caused in whole or in part by the CM, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the CM shall:

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

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

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

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

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

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

H. The CM shall implement and promote a "no idling" provision in all vendor contracts for vehicles on site.

13. Debris and Chemical Waste.

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

B. The CM shall properly classify and remove debris and waste from the Site and transport and dispose of it, all in accordance with Laws, employing a qualified and properly licensed transporter, at any landfill, disposal or recycling facility licensed under applicable Laws.

including without limitation, hazardous materials laws. The CM shall make all arrangements and give and obtain all notices, communications, documentation, permits, certificates, and approvals necessary for said disposal from the Owner or officials in charge of such landfills, disposal or recycling facilities. The CM shall bear all fees and costs in connection with such classification, removal, transportation, disposal and storage. The CM shall not permit any storage of debris or waste except in accordance with Laws.

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

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

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

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

15. Furnishings and Equipment.

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

16. Sales Tax Exemption and Other Taxes.

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

17. Final Cleaning.

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

18. Maintenance Data.

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

19. Closeout Procedures.

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

ARTICLE V: MATERIALS AND EQUIPMENT

1. Materials Generally.

A. Unless otherwise specifically provided in the Contract Documents, the CM shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

1. The name of the CM, Subcontractor or Supplier that leases or owns the warehouse or other storage facility;
2. The location of such storage facility, including the storage space; i.e., the

- entire premises or certain areas of a warehouse giving the number of floors or portions thereof, and a certification that the CM has visited such location, verified the storage of such material or equipment therein or thereon (including confirmation that the materials or equipment are marked and segregated as provided below), and verified payment of all current storage charges;
3. The date(s) on which the material or equipment is first stored at such facility; and
4. A description of the materials or equipment stored, including quantities, types, manufacturers and other identification information, such as serial numbers.

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

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

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

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

2. Shop Drawings, Product Data, and Samples.

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

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

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

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

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

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

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

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

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

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

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

3. Tests.

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

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

4. "Or Equal" Submissions.

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

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

C. Whenever the CM submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least sixty (60) days prior to the date the materials will be used in the Work. In no event shall the CM maintain a claim for delays based upon the Designer's review of such substituted materials if the CM has failed to comply with the sixty (60) day submission requirement.

5. Delivery and Storage of Materials; Inspection.

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

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

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

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

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

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

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

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

ARTICLE VI: PROSECUTION AND PROGRESS

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

A. The Contract time shall commence upon the date specified and in accordance with any conditions in the Notice to Proceed.
B. Prior to the submission of the first progress payment, CM shall submit to the Designer and the Project Manager for approval a progress schedule which complies with the contract requirements. Upon Approval by THE OWNER, said schedule shall constitute the Progress Schedule.

C. Time is of the essence of this Contract. The Work shall be completed within the time specified in the Owner-CM Agreement. Should the CM require additional time to complete the Work, the CM shall document the reasons therefor and submit a written request for an extension of time within 20 days of the occurrence of the event alleged to be the cause of the delay, as provided in this Article and in Article VII of these General Conditions of the Contract. Failure to submit said written request within the time required by the preceding sentence shall preclude the CM from subsequently claiming any time extension due to said delay.

D. CM must use diligent efforts to mitigate any potential schedule impacts and must demonstrate actual impact on critical path activity to receive a contract time extension. CM acknowledges that managing day-to-day design changes, clarifications, RFIs and the like is part of CM's base scope of Work, and CM has contemplated such work in preparing its critical path schedule. CM agrees to meet with the Architect on a weekly basis to assist in prioritizing RFI responses in order to avoid potential delays or claims. CM agrees that neither the specification by CM of a "due date" or "return date" for any request for clarification, RFI or the like, nor the failure of Owner or Architect to meet any such required due date or return date, shall be grounds for a claim for adjustment of the Contract Time. Without limiting the foregoing, CM expressly agrees that due dates or return dates inserted

by "default" by any computer software program shall not be binding upon Owner or Architect or be the basis for any claim for adjustment of the Contract Time.

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

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

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

A. If liquidated damages are specified in the Owner - CM Agreement, THE OWNER has determined that its damages as a result of CM's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Substantial Completion will be difficult or impracticable to ascertain. Accordingly, if the Work is not substantially completed by the date specified in this Contract, including Phased Completion dates when specified, or by any extended date approved by the Owner, the CM shall pay to THE OWNER the sum designated as liquidated damages in the Contract. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to THE OWNER and/or the User Agency resulting from the fact that the Work is not substantially completed on time.

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

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

D. Liquidated damages or a portion thereof may be waived by THE OWNER at the Owner's sole discretion.

E. Failure by THE OWNER to specify a sum as liquidated damages in the Owner-CM Agreement, or the insertion of "N/A" or "none" in the space provided therein for liquidated

damages, shall not be deemed a waiver of THE OWNER's right to recover actual damages arising from the CM's failure to complete the Work on time.

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

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

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

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

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

- (i) failure of the Owner to provide the CM with a Notice to Proceed in a timely manner;
- (ii) failure of the Owner or Designer, to act, respond, or provide approvals to the CM within 20 days of receipt of a written request from the CM for action or direction; provided, that if the Owner or Designer requires additional time to prepare a response, the Owner and/or Designer shall have 20 additional days to provide a response to the CM;
- (iii) issuance by the Owner of Change Orders or Contract Modifications;
- (iv) encountering unanticipated special wastes or historical or archaeological resources;
- (v) encountering unanticipated subsurface conditions differing from those anticipated from the information provided prior to construction;
- (vi) inability of the CM to obtain the required permits and/or jurisdictional approvals despite the best efforts of the CM to obtain such permits and/or approvals;

(vii) failure of the Owner to provide the CM with exclusive physical and legal access to the project site in a timely manner to permit the work to proceed in accordance with the schedule;

(viii) action by any court or public agency, unless such action is due to the fault of the CM;

(ix) actions of other contractors employed by the Owner;

(x) fire, flood, severe weather conditions, unavoidable casualties and strikes;

(xi) any other cause beyond the reasonable ability of the CM to control which the Owner determines justifies an extension of time.

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

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

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

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

G. No Damages for Delay

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

4. Use and Occupancy Prior to Final Acceptance.

A. The Project is a phased construction project, which may be occupied by the Owner during construction. The CM agrees to the Owner's use and occupancy of the Project or any portion thereof during construction.

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

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

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

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

5. Certificate of Substantial Completion, Final Completion.

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

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

6. One-Year Warranty Repair List and Inspection.

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

ARTICLE VII: CHANGES IN THE WORK

1. Change Orders Generally.

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

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

request for a change order to the Designer and simultaneously to the Project Manager, in accordance with the contract.

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

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

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

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

G. During the negotiation of an equitable adjustment in the Contract Price, the CM shall, if requested, provide THE OWNER with all cost, pricing data and any other information or documentation used by it in computing the amount of the equitable adjustment, and the CM shall certify that the pricing data used was accurate, complete, current and reasonable. If THE OWNER subsequently determines that the data submitted by the CM was incomplete, incorrect, not current, or unreasonable, THE OWNER may exclude such data from consideration under the equitable adjustment request.

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

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

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

2. Methods of Computing Equitable Adjustments.

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

- (1) fixed price basis, provided that the fixed price shall be inclusive of items listed in (3) (a) through (d) below and shall be computed in accordance with those provisions;
- (2) estimated lump sum basis to be adjusted in accordance with Contract unit prices or other agreed upon unit prices, provided that the unit prices shall be inclusive of all costs related to such equitable adjustment;
- (3) time and materials basis to be subsequently adjusted on the basis of actual costs (but subject to a predetermined "not to exceed limit") calculated as follows:

(a) the direct cost (or credit) for labor at the prevailing wage rates established for this Contract pursuant to M.G.L. c. 149, s 26-27H, and the direct cost for material and use of equipment;

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

(c) plus an allowance equal to 15% of the amount of (a) above for General Conditions, overhead, superintendence, fee, and profit. For that portion of the change order costs in paragraph (a) that the CM self performs, the CM shall retain the 15% allowance. For that portion of the change order costs that a subcontractor performs, the CM shall pay the subcontractor 10% of the allowance to cover the subcontractor's overhead, superintendence, fee and profit and the CM shall retain the remaining 5%.

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

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

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

3. Work Performed Under Protest.

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

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

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

4. False Claims, Statutory Provisions Regarding Changes.

A. Criminal Penalties: The CM's attention is directed to M.G.L. c. 30, s. 39J which provides criminal penalties for unauthorized deviations from the Plans and Specifications, and to M.G.L., c. 30, s. 39J and M.G.L., c. 7, s. 42E-42I. The CM's attention is also directed

to M.G.L. 266, s. 67B which provides criminal penalties for false claims by Contractor under this Contract:

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

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

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

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.

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

2. Payment Liabilities of CM.

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

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

3. Retention of Moneys by THE OWNER.

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

4. Applications for Payment.

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

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

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

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

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

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

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

5. Periodic Payments

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

"Within fifteen days after receipt from the CM at the place designated by the Owner, if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner shall make a periodic payment to the CM for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the CM has title or to which a trade contractor has title and has authorized the CM to transfer title to the Owner less (1) a retention based on its estimate of the fair value of its claims against the CM and less (2) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the Owner, less than one percent of the adjusted contract price, or (b) the CM substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the CM the entire balance due on the Contract less a retention based on its estimate of the fair value of its claims against the CM and the cost of completing the incomplete and unsatisfactory work."

THE OWNER may make changes in any periodic payment estimate submitted by the CM and the payment due on said periodic payment estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic payment estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that THE OWNER may, within seven days after receipt, return to the CM for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic payment estimate shall be the date of receipt of

the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic payment estimate received on a Saturday shall be the first working day thereafter.

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

6. Termination for Failure to Complete Punchlist

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

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

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

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

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

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

payment to the general contractor for payment to the subcontractor as provided in subparagraphs (1) and (2) the Awarding Authority shall act upon the demand as provided in this section.

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

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

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

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

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

subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

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

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

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

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

except a subcontractor filing a demand for direct payment for which no funds due the general contractor are available for direct payment shall have a right to file a petition in court of equity against the Awarding Authority claiming a demand for direct payment is premature and such subcontractor must file the petition before the Awarding Authority has made a direct payment to the subcontractor and has made a deposit of the disputed portion as provided in part (iii) of subparagraph (5) and in subparagraph (6).

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

8. Final Payment; Release of Claims by CM.

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

ARTICLE IX. GUARANTEES AND WARRANTIES

1. General Warranty.

If at any time during the period of one (1) year from the date the Owner accepts the Work as Substantially Complete, any part of such Work shall in the reasonable opinion of THE OWNER be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, THE OWNER shall notify the CM in writing to make the required repairs or replacements and repair such damage. If the CM shall neglect to commence such repairs or replacements to the satisfaction of THE OWNER within ten (10) days from the date of the giving of such notice, then THE OWNER may employ other persons to make the same. In the case of an emergency, the Owner may direct the CM to perform guaranty work in a shorter period of time and the Owner may undertake any immediate actions and incur reasonable costs to preserve the safety of the building or its occupants. The CM agrees, upon demand, to pay to THE OWNER all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the CM shall be entitled to compensation for special insurance, as required. This one-year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2. Special Guarantees and Warranties.

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

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

final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.

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

ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.

1. CM to be Informed.

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

2. Compliance with all Laws.

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

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

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

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

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

STATEMENT OF COMPLIANCE

I, _ (Name of Signatory Party), (Title), do hereby state that I pay or supervise the payment of the persons employed by (Contractor or Subcontractor) on the (Building or Project) and that all mechanics and apprentices, teamsters, chauffeurs, and laborers employed on said project

have been paid in accordance with wages determined under the provisions of G.L.c. 149, §26 and 27.

Signature: _____

Title: _____

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

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

F. **Eight Hour Day.** The CM shall comply with M.G.L. c. 149, s. 30, 34 and 34A which provide that no laborer, workman, mechanic, foreman or inspector working within the Commonwealth in the employ of the CM, subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in cases of extraordinary emergency.

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

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

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

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

1. Definitions.

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

--"Contractor" means the CM.

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

--"Independent Certified Public Account" means a person duly registered in good standing and entitled to practice as a certified public accountant under the laws of the place of his/her residence or principal office and who is in fact independent. In determining whether an accountant is independent with respect to a particular person, appropriate

consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with THE OWNER.

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

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

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

2. Record Keeping.

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

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

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

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

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

3. Statement of Management Controls.

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

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

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

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

4. Annual Financial Statement.

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

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

5. Bid Pricing Materials.

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

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

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

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

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

ARTICLE XIV: INSURANCE REQUIREMENTS –

1. Insurance Generally.

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

B. All policies shall be written on an occurrence basis and be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth with a financial strength rating of A- or better assigned by AM Best Company, or equivalent rating assigned by a similar rating agency acceptable to the Owner or as otherwise acceptable to the Owner.

C. CM shall submit three originals of each certificate of insurance, acceptable to the Owner, simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles and/or self insured retentions, and policy effective and expiration dates. Certificates shall show the Owner and anyone else that the Owner may request as additional insureds as to all policies of liability insurance. Certificates shall specifically note the following:

- a. that the automobile liability, umbrella liability and pollution liability policies include the Owner and the Authority as additional insureds;
- b. that all policies include the coverage and endorsements in accordance with the terms and conditions as required by this construction contract;
- c. that none of the coverages shall be cancelled, terminated, or materially modified unless and until thirty (30) days prior notice is given in writing to the Owner and the Authority;
- d. CM shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Owner shall at all times possess certificates indicating current coverage.

D. The CM shall file one certified complete copy of all policies and endorsements with the Owner within sixty (60) days after Contract award. If the Owner or the Authority is damaged by the CM's failure to maintain such insurance and to comply with the terms of this Article, then the CM shall be responsible for all costs and damages to the Owner and the Authority attributable thereto.

E. Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to Owner, and the Authority to the extent that the Authority is an additional insured, at least thirty (30) days prior to the effective date thereof, which shall be expressed in said notice.

F. The CM is responsible for the payment of any and all deductibles under all of the insurance required below unless the Owner and the Authority specifically provide a written waiver to the CM.

2. CM's Commercial General Liability.

A. The CM shall purchase and maintain general liability coverage on the ISO form CG 00 01 or equivalent, including products and completed operations, on an occurrence basis. The form must be amended to state that the aggregate limit applies on a per location/per project basis. The policy shall provide the following minimum coverage to protect the CM from claims with respect to the operations performed by CM and any employee, subcontractor, or supplier, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Bodily Injury & Property Damage	\$1,000,000	each occurrence
Products & Completed Operations	\$2,000,000	general aggregate, per project
Personal & Advertising Injury	\$1,000,000	annual aggregate
Medical Expenses	\$1,000,000	each occurrence
	\$5,000	

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

C. This policy shall include contractual liability coverage.

D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion and acceptance by the Owner. The CM shall provide renewal certificates of insurance to the Owner as evidence that this coverage is being maintained.

E. If the Work includes work to be performed within fifty (50) feet of a railroad, any exclusion for liability assumed under contract for work within fifty (50) feet of a railroad shall be deleted.

F. This policy shall include the Authority, the Owner and anyone else requested by the Owner as additional insureds via endorsements CG 20 10 for ongoing operations and CG 20 37 for completed operations. This policy shall be primary and non-contributory with respect to any other insurance available to additional insureds.

G. The policy shall include endorsement CG 24 04, a Waiver of Subrogation in favor of the Owner and the Authority.

3. Vehicle Liability.

A. The CM shall purchase and maintain the following minimum coverage with respect to the operations of any owned, non-owned, and hired vehicles including trailers used in the performance of the work, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the additional coverage:

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

B. The policy shall include a CA 99 48 Broadened Pollution Endorsement. If specified in Section 8 below, the CM, if hauling contaminants and/or pollutants, must adhere to Sections 29 and 30 of the Motor Carrier Act of 1980, which shall contain coverage Form MCS-90.

C. The policy shall name the Owner and the Authority as additional insureds.

D. The policy shall contain a Waiver of Subrogation in favor of the Owner and the Authority.

4. Contractor's Pollution Liability.

The CM shall purchase and maintain coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The insurance policy shall cover the liability of the CM during the process of removal, storage, transport and disposal of hazardous waste and contaminated soil and/or asbestos abatement. The policy shall include coverage for on-Site and off-Site bodily injury and loss of, damage to, or loss of use of property, directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gas, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any water course or body of water, whether it be gradual or sudden and accidental. The policy shall also include defense and clean-up costs. The Owner and the Authority shall be named as additional insureds and coverage must be on an occurrence basis. The amount of coverage shall be as follows unless a higher amount is specified in Section 8 below, in which case the CM shall provide the additional coverage:

Limit of liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

5. Worker's Compensation.

A. The CM shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Section 8 below, in which case the CM shall provide the higher coverage:

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

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

Owner may purchase and maintain coverage against loss or damage to the Work included in this Contract. If purchased by Owner, such coverage shall be on an "all risks" or equivalent form and will include a waiver of subrogation in favor of CM for loss or damage that occurs during the term of the Project. Owner will be responsible for the payment of any deductible under such coverage.

If Owner requires the CM to purchase and maintain coverage against loss or damage to the Work the following requirements will apply:

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

B. When Work will be completed on existing buildings owned by the Owner, the CM shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's, Program Manager's and CM's services and expenses required as a result of such insured loss. Unless otherwise specified in this Contract, the limits for earthquake and flood shall each be

the lesser of the Contract Price or \$10,000,000. This policy and/or installation floater shall include transportation and Stored Materials coverage in an amount equal to the value of the stored materials as required in C. below.

C. The CM shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the CM at no expense to the Owner or the Authority.

D. The policy or policies shall specifically state they are for the benefit of and payable to the Authority, the Owner, the CM, subcontractors and all persons furnishing labor or labor and materials for the Contract Work, as their interests may appear. The policy or policies shall list the Authority, the Owner, the CM, and Subcontractors of any tier as named insureds.

E. Coverage shall include any costs for work performed by the Designer or any consultant as the result of a loss experienced during the term of this Contract.

F. Coverage shall include permission for temporary occupancy and a Waiver of Subrogation in favor of the Owner and the Authority.

G. Coverage shall be maintained until final acceptance by Owner of the Work and final payment has been made.

H. A loss under the property insurance shall be adjusted by CM as fiduciary and made payable to the Contractor as fiduciary for the insureds. CM shall pay the subcontractors their just shares of insurance proceeds received by the CM and shall require subcontractors to make payments to their sub-subcontractors in similar manner.

7. Umbrella Coverage.

The CM shall provide Umbrella Coverage in form at least as broad as primary coverages required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Section 8 below in which case the CM shall provide the higher amount: \$25,000,000

8. Additional Insurance Requirements

The CM shall provide such other and/or additional types and/or amounts of insurance as may be set forth below:

ARTICLE XV: INDEMNIFICATION

1. Generally.

The CM shall indemnify, defend (with counsel acceptable to Owner) and hold harmless, the Owner, the Designer, the Owner's Project Manager, and their officers and agents from and against all claims arising out of or resulting from the performance of the work, including, but not limited to labor performed or furnished and materials used or employed for the work; to inventions, patents and patent rights used in and in doing the work, unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person

or damage to any property in connection with the work or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the CM and its employees and its subcontractors and employees; to the extent such claims are caused or alleged to be caused by the acts or omissions of the CM, a subcontractor, anyone directly or indirectly employed by them or anyone for whom the CM is responsible. To the extent legally permissible, the CM shall ensure that all subcontractors are similarly bound to the Owner as provided for in this Article. The indemnification obligations are notwithstanding any insurance requirements and no insurance provision shall excuse any indemnification requirement.

2. Asbestos Abatement Subcontractor Indemnification

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

3. Designer's Actions.

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

4. Survival.

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

ARTICLE XVI: PERFORMANCE AND PAYMENT BONDS

1. CM Bonds.

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

B. If at any time prior to final payment to the CM, the Surety:

- is adjudged bankrupt or has made a general assignment for the benefit of its creditors;
- has liquidated all assets and/or has made a general assignment for the benefit of its creditors;
- is placed in receivership;
- otherwise petitions a state or federal court for protection from its creditors; or
- allows its license to do business in Massachusetts to lapse or be revoked;

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

2. Subcontractor Bonds.

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

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

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

3. Cost of Bond Premiums.

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

ARTICLE XVII: TERMINATION OF CONTRACT

1. Termination for Cause.

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

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

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

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

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

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

2. Termination For Convenience.

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

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

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

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

3. CM's Duties Upon Termination For Convenience.

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

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. Written Approval of Assignment by CM.

The CM shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of THE OWNER and shall

not, either legally or equitably, assign any of the moneys payable under this Contract, or CM's claims hereunder, except with the written consent of THE OWNER, whether said assignment is made before, at the time of, or after the execution of the Contract. The CM shall remain responsible for satisfactory performance of all Work sublet or assigned complying with all applicable requirements of the Contract.

2. Certificate of Appropriation.

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

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

3. Claims by Others Not Valid.

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

4. No Personal Liability of Public Officials.

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

5. Severability.

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

6. Choice of Laws.

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

7. No Waiver of Subsequent Breach.

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

8. Remedies Cumulative.

All remedies of THE OWNER provided in this Contract shall be construed as cumulative and may be exercised simultaneously or in any order as determined by THE OWNER in its sole discretion. THE OWNER shall also be entitled as of right to specific performance and

equitable relief including the right to an injunction against any breach of any of the provisions of this Contract

9. Notices.

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

10. Interpretation of Contract – Cost of Work

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

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

APPENDIX A: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Although this contract is not considered a "state-assisted construction contract," the City has determined that the provisions of Appendix A shall apply. The utilization and participation goals are stated below as well as in RFP #22-03.

(Statutory reference: M.G.L. c.151B; Executive Order No. 526 and ANF Bulletin #14).

I. Definitions

For purposes of this contract,

"Minority" means a person who meets one or more of the following definitions:

- (a) American Indian or Native American means: all persons having origins in any of the original peoples of North America and who are recognized as an Indian by a tribe or tribal organization.
- (b) Asian means: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands, including, but not limited to China, Japan, Korea, Samoa, India, and the Philippine Islands.
- (c) Black means: All persons having origins in any of the Black racial groups of Africa, including, but not limited to, African-Americans, and all persons having origins in any of the original peoples of the Cape Verdean Islands.
- (d) Eskimo or Aleut means: All persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia.
- (e) Hispanic means: All persons having their origins in any of the Spanish-speaking peoples of Mexico, Puerto Rico, Cuba, Central or South America, or the Caribbean Islands.

"State construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility, or a contract for the construction, reconstruction, alteration, remodeling or repair of a public work undertaken by a department, agency, board, or commission of the commonwealth.

"State assisted construction contract" means a contract for the construction, reconstruction, installation, demolition, maintenance or repair of a building or capital facility undertaken by a political subdivision of the commonwealth, or two or more political subdivisions thereof, an authority, or other instrumentality and whose costs of the contract are paid for, reimbursed, grant funded, or otherwise supported, in whole or in part, by the commonwealth.

II. Equal Opportunity, Non-Discrimination and Affirmative Action

During the performance of this Contract, the Contractor and all subcontractors (hereinafter collectively referred to as "the Contractor") for a state construction contract or a state assisted construction contract, for him/herself, his/her assignees and successors in interest, agree to comply with all applicable equal employment opportunity, non-discrimination and affirmative action requirements, including but not limited to the following:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.

The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship or on-the-job training opportunity. The Contractor shall comply with the provisions of chapter 151B of the Massachusetts General Laws, as amended, and all other applicable anti-discrimination and equal opportunity laws, all of which are herein incorporated by reference and made a part of this Contract.

The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B).

In connection with the performance of work under this contract, the Contractor shall undertake, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures shall entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs. A list of positive and aggressive measures shall include, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests;

maintaining a file of names and addresses of each worker referred to the Contractor and what action was taken concerning such worker; and notifying the administering agency in writing when a union with whom the Contractor has a collective bargaining agreement has failed to refer a minority or woman worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. One purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future Commonwealth public construction projects.

III. Minority and Women Workforce Participation

Pursuant to his/her obligations under the preceding section, the Contractor shall strive to achieve on this project the labor participation goals contained herein. Said participation goals shall apply in each job category on this project including but not limited to bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers and those classes of work enumerated in Section 44F of Chapter 149 of the Massachusetts General Laws. The participation goals for this project shall be 15.3% for minorities and 6.9% for women. The participation goals, as set forth herein, shall not be construed as quotas or set-asides; rather, such participation goals will be used to measure the progress of the Commonwealth's equal opportunity, non-discrimination and affirmative action program. Additionally, the participation goals contained herein should not be seen or treated as a floor or as a ceiling for the employment of particular individuals or group of individuals.

IV. Liaison Committee

At the discretion of the agency that administers the contract for the construction project there may be established for the life of the contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of one representative each from the agency or agencies administering the contract for the construction project, hereinafter called the administering agency, a representative from the Office of Affirmative action, and such other representatives as may be designated by the administering agency.

The Contractor (or his/her agent, if any, designated by him/her as the on-site equal employment opportunity officer) shall recognize the Liaison Committee as an affirmative action body, and shall establish a continuing working relationship with the Liaison Committee, consulting with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

V. Reports and Records

The Contractor shall prepare projected workforce tables on a quarterly basis when required by the administering agency. These shall be broken down into projections, by week, of workers required in each trade. Copies shall be furnished one week in advance of the commencement of the period covered, and also, when updated, to the administering agency and the Liaison Committee when required.

The Contractor shall prepare weekly reports in a form approved by the administering agency, unless information required is required to be reported electronically by the administering agency, the number of hours worked in each trade by each employee, identified as woman, minority, or non-minority. Copies of these shall be provided at the end of each such week to the administering agency and the Liaison Committee.

Records of employment referral orders, prepared by the Contractor, shall be made available to the administering agency on request.

The Contractor will provide all information and reports required by the administering agency on instructions issued by the administering agency and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the administering agency to effect the employment of personnel. This provision shall apply only to information pertinent to the Commonwealth's supplementary non-discrimination, equal opportunity and access and opportunity contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering agency and shall set forth what efforts he has made to obtain the information.

VI. Access to Work Site

A designee of the administering agency and a designee of the Liaison Committee shall each have a right to access the work site.

VII. Solicitations for Subcontracts, and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under this contract relative to non-discrimination and equal opportunity.

VIII. Sanctions

Whenever the administering agency believes the General or Prime Contractor or any subcontractor may not be operating in compliance with the provisions of the Fair Employment Practices Law of the Commonwealth (Massachusetts General Laws Chapter 151B), the administering agency may refer the matter to the Massachusetts Commission Against Discrimination ("Commission") for investigation.

Following the referral of a matter by the administering agency to the Massachusetts Commission Against Discrimination, and while the matter is pending before the MCAD, the administering agency may withhold payments from contractors and subcontractors when it has documentation that the contractor or subcontractor has violated the Fair Employment Practices Law with respect to its activities on the Project, or if the administering agency determines that the contractor has materially failed to comply with its obligations and the requirements of this Section. The amount withheld shall not exceed a withhold of payment to the General or Prime Contractor of 1/100 or 1% of the contract award price or \$5,000, whichever sum is greater, or, if a subcontractor is in non-compliance, a withhold by the administering agency from the General Contractor, to be assessed by the General Contractor as a charge against the subcontractor, of 1/100 or 1% of the subcontractor price, or \$1,000 whichever sum is greater, for each violation of the applicable law or contract requirements. The total withheld from any one General or Prime Contractor or subcontractor on a Project shall not exceed \$20,000 overall. No withhold of payments or investigation by the Commission or its agent shall be initiated without the administering agency providing prior notice to the Contractor.

If, after investigation, the Massachusetts Commission Against Discrimination finds that a General or Prime Contractor or subcontractor, in commission of a state construction contract or state-assisted construction contract, violated the provisions of the Fair Employment Practices Law, the administering agency may convert the amount withheld as set forth above into a permanent sanction, as a permanent deduct from payments to the General or Prime Contractor or subcontractor, which sanction will be in addition to any such sanctions, fines or penalties imposed by the Massachusetts Commission Against Discrimination:

No sanction enumerated under this Section shall be imposed by the administering agency except after notice to the General or Prime Contractor or subcontractor and an adjudicatory proceeding, as that term is used, under Massachusetts General Laws Chapter 30A, has been conducted.

IX. Severability

APPENDIX B to the General Conditions of the Contract

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

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES M.G.L. c. 7, s. 40N

1. MBE and WBE Program

A. The MBE and WBE participation combined goals for this Contract are as set forth in the Request for Proposals for Construction Management Services and in the Owner-Construction Manager Agreement.

The combined MBE/WBE participation goal is 10.4 % of the GMP

By submitting a proposal the Offeror agrees that if selected as the Construction Manager it will meet or exceed these participation goals. All Offerors are advised that by submitting a proposal they certify that their proposal and services provided under the proposal will fully comply with all requirements of the RFP, including the MBE/WBE requirements.

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

C. A minority owned business shall be considered an MBE if it has been certified as a minority business enterprise by the Supplier Diversity Office (SDO), the City of Boston or other certifying entity with a certification program. Contractor must furnish current certificates and documentation about MBE status.

D. A woman owned business shall be considered a WBE only if it has been certified as a woman business enterprise by the SDO, the City of Boston or other certifying entity with a certification program. Contractor must furnish current certificates and documentation about WBE status.

2. Waiver Prior to RFP Submission

A. THE OWNER reserves the right to reduce or waive the MBE or WBE participation goals established for this Contract upon written request made by an Offeror submitting a proposal to provide Construction Management Services within the time frame set forth in Section 2.B. below. Such written request must demonstrate to the satisfaction of THE OWNER that it is not feasible for a non-MBE or non-WBE Offeror to meet the goals established for this Contract based upon any or all of the following: (i) actual MBE/WBE availability, (ii) the geographic location of the project to the extent related to MBE/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to MBE/WBEs and/or (v) other relevant factors, including a documented inability by the Offeror to identify MBE/WBE subcontractors sufficient to meet the MBE/WBE goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the Proposer's request for a reduction or waiver of the MBE/WBE participation goals.

B. Requests to waive the MBE/WBE participation goals for this Contract must be addressed to THE OWNER and be received no later than fourteen (14) calendar days before the date set for the receipt of proposals.

. Any reduction or waiver of the MBE/WBE participation goals for this Contract will be made by written addendum mailed to all firms pre-qualified to submit proposals for the Project.

3. Trade Contractor Bids

Trade Contractors in the 18 categories of work as set forth in the Procedures for Award of Subcontracts are not required to submit a Schedule of MBE/WBE Participation with their bids. A Trade Contractor may, at its option, submit a Letter of Intent with its bid if it is a certified MBE/WBE. If a Trade Contractor intends to sub-subcontract work to a certified MBE/WBE, and the Trade Contractor wishes that sub-subcontract to be credited toward the participation goals for this Contract, the Trade Contractor should submit a Letter of Intent from that MBE/WBE with its Bid. A Trade Contractor can subcontract out any portion of its work to MBE/WBEs unless such work is designated as work specifically not to be sub-subcontracted out.

4. MBE/WBE Participation Schedule

A. The Construction Manager shall submit the following documents to THE OWNER as subcontractors are selected, and at each phase of the subcontractor selection process: i) A properly completed and updated Schedule for Participation by Minority/Women Business Enterprises showing MBE/WBE participation in an amount equal to or exceeding the MBE/WBE participation goals for this contract; and ii) A properly completed Letter of Intent in the form provided by THE OWNER for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises; and iii) A current SOMBWA certification letter for each MBE/WBE listed in the Schedule for Participation by Minority/Women Business Enterprises.

B. Each Letter of Intent shall identify and describe the work to be performed by the named MBE/WBE (the "MBE/WBE Work") with enough specificity to permit THE OWNER to identify the particular items of contract work that the MBE/WBE will perform for MBE/WBE participation credit. THE OWNER reserves the right to reject any Letter of Intent if the price to be paid for the MBE/WBE work does not bear a reasonable relationship to the value of such work under the contract as determined by THE OWNER.

C. Within five (5) business days after receipt of the Schedule For Participation by Minority/Women Business Enterprises, Letters of Intent, and certification letters, THE OWNER shall review and either approve or disapprove the Construction Manager's submissions. IF THE CONSTRUCTION MANAGER HAS NOT SUBMITTED AN APPROPRIATE FINAL SCHEDULE FOR PARTICIPATION BY MINORITY/WOMEN BUSINESS ENTERPRISES AND APPROPRIATE LETTERS OF INTENT AND CERTIFICATION LETTERS THAT HAVE BEEN APPROVED BY THE OWNER ESTABLISHING THAT THE MBE/WBE PARTICIPATION GOAL FOR THE PROJECT WILL BE MET, THE CONSTRUCTION MANAGER MAY BE CONSIDERED INELIGIBLE FOR AWARD OF THE CONSTRUCTION PHASE CONTRACT AND THE OWNER may award the contract to the next most advantageous proposer, subject to said proposer's compliance with these conditions or the CONSTRUCTION MANAGER MAY BE CONSIDERED IN BREACH OF THE CONTRACT.

5. MBE/WBE Participation Credit

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

B. If the Construction Manager is a joint venture with one or more MBE/WBE joint venturers, MBE or WBE participation credit shall be given to the joint venture as follows: (1) If the joint venture is certified by SOMBWA as an MBE or WBE, MBE or WBE participation credit shall be given in an amount equal to the portion of the Contract Price. (2) If the joint venture is not certified as an MBE or WBE, MBE or WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the

MBE/WBE joint venturer(s), and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.

C. If an MBE/WBE supplies but does not install equipment or materials, MBE or WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. MBE or WBE participation credit shall be given the full amount of the purchase order only if the MBE/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, MBE or WBE participation credit shall be given for 10% of the purchase order.

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

6. MBE/WBE Subcontracts

Within thirty (30) days after the award of each subcontract, the Construction Manager shall furnish THE OWNER Compliance Office with a signed copy of the subcontract and sub-subcontract for each MBE/WBE Subcontractor listed on the Construction Manager's Schedule of Participation and cause each of its Subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor and provide copies of the sub-subcontracts to THE OWNER's Compliance Office.

7. Performance of Contract Work by MBE/WBEs

A. The Construction Manager shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any MBE/WBE in the Letters of Intent or Schedule for Participation of Minority/Women Business Enterprises without the prior Approval of THE OWNER, nor shall any MBE or WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior Approval of THE OWNER. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others is prohibited. THE OWNER WILL NOT APPLY TO THIS MBE/WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF MBE/WBE WORK BY OTHERS.

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

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

8. Notification of Changes in MBE/WBE Work

A. If after approval of a Final Schedule for Participation of Minority/Women Business Enterprises and the commencement of construction work under the Contract the Construction Manager determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WBE Work, or that the Construction Manager will be unable to meet the MBE/WBE participation goal(s) for this Contract for any reason, the Construction Manager shall immediately notify THE OWNER in writing of such circumstances.

B. Any notice of a change in MBE/WBE Work pursuant to subparagraph "A" above shall include a revised Schedule for Participation by Minority/Women Business Enterprises, and additional or amended Letters of Intent and subcontracts.

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

A. If for any reason, the Construction Manager believes that it shall be unable to meet the MBE/WBE participation goals for this Contract the Construction Manager shall immediately undertake a diligent, good faith effort to make up the shortfall in MBE/WBE participation as follows:

(1) The Construction Manager shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting or sub-subcontracting to MBE/WBEs. The Construction Manager shall send a list of such items of work to THE OWNER, together with a list of the remaining items of the Work that was not made available to MBE/WBEs and the reason for not making such work available for subcontracting or sub-subcontracting to MBE/WBEs.

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

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

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

(5) The Construction Manager shall provide THE OWNER with a statement of the response received from each MBE/WBE solicited, including the reason for rejecting any MBE/WBE that submitted a proposal.

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

B. If the Construction Manager is unable to meet the MBE/WBE participation goals for this Contract because there is a change or reduction in MBE/WBE and after complying fully with each of the requirements of paragraph "A" above, and the Construction Manager is otherwise in full compliance with the terms of this Article, THE OWNER may reduce the MBE/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

10. Suspension of Payment and/or Performance for Noncompliance

A. If at any time during the performance of this Contract, THE OWNER determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Construction Manager failing to meet the MBE/WBE participation goal(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by THE OWNER, and (2) the Construction Manager has failed to comply fully with all of the terms and conditions of paragraphs 1 through 9 above. THE OWNER may:

(1) Suspend payment to the Construction Manager of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Construction Manager's Schedule for Participation by Minority/Women Business Enterprises but which

was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 11, and/or

(2) Suspend the Construction Manager's performance of this Contract in whole or in part.

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

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

11. Liquidated Damages; Termination

A. If payment by THE OWNER or performance by the Construction Manager is suspended by THE OWNER as provided in paragraph 10 above, THE OWNER shall have the following rights and remedies if the Construction Manager thereafter fails to take all action necessary to bring the Construction Manager into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Construction Manager is no longer susceptible to cure, if the Construction Manager fails to take such other action as may be required by THE OWNER to meet the MBE/WBE participation goals set forth in this Contract:

(1) THE OWNER may terminate this Contract, and/or

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

B. Before exercising its rights and remedies hereunder, THE OWNER may, but THE OWNER shall not be obligated to, give the Construction Manager and any other interested party another opportunity to present evidence to THE OWNER that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. THE OWNER may invite the SDO and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

12. Reporting Requirements

The Construction Manager shall submit to THE OWNER all information or documentation that is necessary in the judgment of THE OWNER to ascertain whether or not the Construction Manager has complied with any of the provisions of this Article.

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

THE OWNER reserves the right to waive any provision or requirement of this Article if THE OWNER determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by THE OWNER. No other action or inaction by THE OWNER shall be construed as a waiver of any provision of this Article.

APPENDIX C to the General Conditions of the Contract

PROCEDURES FOR AWARD OF SUBCONTRACTS

Pursuant to M.G.L. c.149 A, the Owner is required to develop a process consistent with legal requirements for the selection of subcontractors for construction manager at risk projects. This process is described in these Procedures for Award of Subcontracts (the "Procedures"). The Procedures are divided into three parts. The first part describes the prequalification and procurement of "Trade Contractors", which, for the purposes of the Procedures, shall mean the subcontractors performing work in trade categories covered by Section 44F of Chapter 149. The second part describes the prequalification and procurement of all subcontractors that are not Trade Contractors. The third part addresses additional procurement matters.

For the purposes of the Procedures, the term Project shall mean the specific construction project to which the Procedures are being applied; the term CM shall mean the construction manager at risk selected by the Owner to construct the Project; the term Designer shall mean the firm (and its subconsultants) selected by THE OWNER to design; the term Project Manager shall refer to the firm serving as Project Manager on the project; and the term Applicant shall mean any firm that submits a response pursuant to the Procedures.

I. Trade Contractors

1. Applicability of Procedures

1.1 Subcontracts Subject to Trade Contract Procedures. The procedures set forth in Sections 2 and 3 below shall govern the award of subcontracts by the CM for the furnishing of labor, materials, and equipment in the performance of the categories of work listed below whenever the estimated construction cost of such category of work exceeds \$20,000:

- a. Roofing and Flashing;
- b. Metal windows;
- c. Waterproofing, Dampproofing and Caulking;
- d. Miscellaneous and Ornamental Iron;
- e. Lathing and Plastering;
- f. Acoustical Tile;
- g. Marble;
- h. Tile;
- i. Terrazzo;
- j. Resilient Floors;
- k. Glass and Glazing;
- l. Painting;
- m. Plumbing;
- n. Heating, Ventilating, and Air-Conditioning;
- o. Electrical work;
- p. Elevators;
- q. Masonry work;
- r. Fire Protection Sprinkler System; and
- s. Any other categories of work for which the Awarding Authority deems if necessary or convenient to receive sub-bids.

The subcontractors performing these trades are referred to throughout the Contract Documents as "Trade Contractor(s)." Contracts for work in these categories of work

where the estimated cost of such work exceeds \$20,000 are referred to as "trade contracts."

2. Qualification of Trade Contractors

2.1 Prequalification Committee. Owner shall establish a prequalification committee ("the Prequalification Committee") consisting of four members. They shall include two representatives of THE OWNER, a representative of the Designer, and a representative of the CM. The Prequalification Committee shall conduct the prequalification of trade contractors as set forth in Sections 2 and 3 of the Procedures. The CM will provide assistance to the Prequalification Committee in the exercise of its responsibilities under the Procedures, including assistance from CM staff.

If the CM proposes to perform Trade Subcontract work or other Subcontract Work with its own forces, the CM's representative on the Prequalification Committee shall abstain from participation in any review of the CM's own proposal.

Three members of the Prequalification Committee shall constitute a quorum for the purposes of conducting the Prequalification Committee's official business.

2.2 Request for Qualifications. THE OWNER shall issue a request for qualifications ("RFQ") for each category of work listed in Section 1.1 if such work is required on the Project. The RFQ shall be placed on the Comm-PASS web site; advertised in a newspaper of general circulation in the area of the Project and in the *Central Register* established under Massachusetts General Laws, Chapter 9, Section 20, and in such additional media as THE OWNER and the Prequalification Committee may deem appropriate at least fourteen (14) calendar days before the deadline for Applicants to submit a response to the RFQ by submission of a Statement of Qualifications ("SOQ"). All interested Trade Contractors shall be eligible to respond to the RFQ and participate in the prequalification process. The CM firm may submit its qualifications to bid on trade contract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The RFQ shall be prepared by THE OWNER in a form consistent with the requirements of M.G.L. c. 149A and in consultation with the Prequalification Committee and the CM. The RFQ shall contain a form or forms (individually or collectively, THE OWNER "Statement of Qualifications" or "SOQ") requiring the information necessary for the Prequalification Committee to determine if the Applicant is qualified to perform the category of work for which it seeks prequalification on the Project. The RFQ shall include, at a minimum:

- a. the date, time, and place for submission;
- b. relevant information about the project and the bidding process;
- c. the specific criteria for trade contractor prequalification and selection;
- d. a statement indicating that the RFQ will be used to prequalify trade contractors that will be invited to submit a bid; and
- e. that the responders' names are to be posted, but that there shall be no public opening of responses.

2.3 Prequalification Criteria. The Prequalification Committee shall evaluate the information submitted by each Applicant on its Statement of Qualifications, the results of reference checks performed by the Prequalification Committee and/or the CM, and any other information required or obtained by the Prequalification

Committee. The following subparagraphs enumerate the legally required categories to be used by the Prequalification Committee in evaluating the Applicants, the subcategories of information within each category, and the specific point allocation required for prequalification within each category. Applicants must achieve an overall score of 70 or greater and must also achieve the minimum required points within each category in order to be deemed prequalified. Applicants that do not achieve both the minimum scores within each category and do not achieve an overall score of 70 or above shall not be deemed prequalified.

a. Management Experience (50 points, minimum of 25 required for approval)

- i) Business owners - The name, title, years with firm of the owner(s) of the business
- ii) Management personnel - The names, title, education and construction experience, years with firm, and list of projects completed by all management personnel.
- iii) Similar project experience - The project name(s), description, description of scope, original trade contract sum, final trade contract sum with explanation, and date completed of similar projects.
- iv) Terminations - A list of any projects on which the trade contractor was terminated or failed to complete the work.
- v) Lawsuits - A list of commercial lawsuits in which the trade contractor is a defendant or defendant-in-counterclaim with regard to construction contracts within the last 3 years. The lawsuits shall not include any actions that primarily involve personal injury or workers' compensation claims, or where the sole cause of action involves the trade contractor's exercise of its rights for direct payment under the law.
- vi) Safety record - The three-year history of the trade contractor's workers' compensation experience modifier.

b. References (30 points; minimum of 15 required for approval)

- i) Client references - for all projects listed in clause (iii) of Management experience above, including the project name, client's name, address, telephone and fax number, and contact person.
- ii) Credit references - A minimum of five credit references, including telephone and fax number of contact person from key suppliers, vendors and banks.
- iii) Public project record - A list of all completed public building construction projects as defined in section 44A of chapter 149 during the past three years with client's name, address, telephone and fax number and contact person.

c. Capacity to Complete Projects - (20 points; minimum of 10 required for approval)

- i) Annual revenue for prior three fiscal years. There shall be no requirement for submission of financial statements.
- ii) Revenue under contract for next three fiscal years.

d. Commitment Letter - (mandatory no points assigned)

Mandatory commitment letters from surety companies or authorized agents stating that payment and performance bonds at 110% of the estimated trade

contract value will be provided to the applicant if it is the successful bidder. The surety company providing the commitment letter must be licensed to do business in the Commonwealth and appear on the United States Treasury Department Circular 570.

- e. **Certificate of Eligibility – (mandatory, no points assigned)**
All SOQs submitted after January 1, 2006 must include a certificate of eligibility from DCAM listing the Applicant as currently certified as a subcontractor in the scope of work for which the Applicant is submitting its SOQ.
- f. **Update Statement – (mandatory, no points assigned)**
All SOQs submitted after January 1, 2006 must include a fully completed and current DCAM Update Statement prepared by the Applicant.

If the Applicant is a joint venture, the Applicant must submit a copy of the joint venture agreement, signed by each member, and the joint venture agreement must clearly identify, for each member of the joint venture, such member's proportionate share or interest in the financial or other benefits, risks or liabilities of the venture ("joint venture interest"). One member of the joint venture must have a joint venture interest greater than fifty (50) percent ("the Lead Venturer"). The requirements for prequalification in 2.3 a-f above shall be met by each member of the joint venture; and the bonding requirements of 2.3 d above shall be met by the Lead Venturer or by the joint venture as an entity. A joint venture prequalified by the Prequalification Committee must obtain a Certificate of Eligibility from THE OWNER prior to the time bids are filed and must submit the Joint Venture's Certificate of Eligibility with its bid.

Joint ventures must be submitted for consideration by the Prequalification Committee. Following the deadline for submission of SOQs for a specific category of work, joint ventures for that category of work which were not submitted to the Prequalification Committee may not bid on that category of work, except that two firms both of whom were independently prequalified by the Prequalification Committee for that category of work, may form a joint venture to bid that category of work without further consideration by the Prequalification Committee provided the Joint Venture has been THE OWNER Certified prior to submitting its bid and submits the Joint Venture's Certificate of Eligibility with its bid.

- 2.4 **Deliberations of the Prequalification Committee.** The Prequalification Committee shall consider each SOQ submitted based on the criteria set forth in Paragraph 2.3 above. The Prequalification Committee shall require that all mandatory submissions are submitted by the Applicant and apply a numerical scoring system, with both the minimum point scores for each category, and a score of 70 out of a possible 100 overall points, required to be prequalified. The Prequalification Committee shall prepare a written record of the evaluation of each Applicant.

The scoring system shall provide for the assigning of scores as follows. The Prequalification Committee shall first consider whether the Applicant has met the requirements of Subparagraphs d, e and f, bonding commitment letter, certificate of eligibility and update statement. If the Applicant has satisfied those criterion, it shall be awarded up to 100 points using the criteria listed above. Applicants that do not meet the requirements of Subparagraphs d, e and f shall not be presented to the Prequalification Committee for consideration.

Any Applicant that fails to achieve either an overall score of at least 70 or that fails to achieve the minimum required points within each category shall be deemed not to be prequalified for the category of work for which the Applicant sought prequalification. *If it is determined at any time during the evaluation process, that an Applicant has willfully supplied materially false or misleading information in its application or otherwise, the Applicant may be eliminated from further consideration for prequalification for the Project and, in the discretion of the Owner, for any other projects requiring prequalification under these Procedures.*

The decision of the Prequalification Committee shall be final and not subject to appeal except on the grounds of fraud or collusion. An Applicant firm's prequalification score shall be made available to that Applicant firm only and only upon request. An Applicant firm's score shall not be a public record as defined in M.G.L. c. 4, §7 and shall not be open to public inspection to the fullest extent possible under the law.

A list of the Applicants that have been determined by the Prequalification Committee to be prequalified and therefore eligible to bid shall be posted at the offices of THE OWNER listing the firms by trade categories. Applicants shall also be notified of the Prequalification Committee's determination on prequalification by mail at the address furnished by each Applicant.

The Prequalification Committee reserves the right to reopen the prequalification process for any category of work before it has completed its evaluation of firms that previously submitted SOQs and/or to hold multiple rounds of prequalification for any given category of work. In either case, any Applicant that has submitted a complete SOQ shall not be required to submit another one, although any Applicant not prequalified may elect to amend its SOQ prior to the latest deadline for submitting information for the trade contract for which the Applicant seeks to be prequalified.

No person or firm suspended or debarred pursuant to Massachusetts General Laws Chapter 29, Section 29F, or Chapter 149, Section 44C, or disqualified pursuant to Chapter 7, Section 38D, or which has been debarred by the Federal Government shall be determined to be qualified to compete for a trade contract or any other contract or subcontract to be issued on the Project. If any Applicant determined to be qualified to perform one or more trade contracts is subsequently suspended or debarred pursuant to such laws, the qualification of such Applicant shall be rescinded and such Applicant shall be notified of such action and eliminated from the list of prequalified bidders.

- 2.5 **Determinations to Remain in Effect.** The Prequalification Committee's determinations as to which Applicants are prequalified shall remain in effect, subject to the following provisions of this Section 2.5, for the duration of the Project. Upon receipt at any time of additional information deemed material and significant by the Prequalification Committee regarding a previously prequalified Applicant's qualifications or responsibility, including, but not limited to, compliance with any minimum prequalification requirements, the Prequalification Committee may determine, that the Applicant is not qualified to perform the applicable trade contract(s) for the Project. In such event, the Prequalification Committee shall notify the Applicant of its determination, and inform the Applicant of any information on which the Prequalification Committee's determination is based that was not furnished by the Applicant.

3. Bidding

- 3.1 **Requests for Bids.** A request for bids ("RFB") will be issued for each trade contract subject to Sections 2 and 3 of these Procedures. The RFB will only be issued to the Trade Contractors appearing on the list of prequalified Applicants for the applicable trade contract determined pursuant to Section 2 above. The RFB shall include at least the following attachments:
- a. the date, time and place for submission of responses to the request for bids. All Trade Contractor bids will be submitted and opened at THE OWNER's Bid Room;
 - b. fully detailed drawings and specifications by class of work in accordance with paragraph (a) of Subsection 1 of Section 44F of Chapter 149 of the Massachusetts General Laws (i.e., separate specification sections for the trades listed in Paragraph 1.1 above) which shall provide for full competition for each item of material to be furnished under the contract as set forth under subsection (b) of M.G.L. c.30, §39M;
 - c. a detailed definition of the Trade Contractor's scope of work, including alternates and unit price items, if any, within that scope of work;
 - d. a project schedule indicating the planned sequence and duration of each trade contractor's work;
 - e. list of the Trade Contractors prequalified for the work covered by the RFB;
 - f. a Trade Contractor bid form, that shall require, without limitation, a listing of price, addenda, alternates and unit price items, if any, for the trade work; certification that the trade contractor will perform the complete trade work with employees on his own payroll, except for work customarily performed by sub-trade subcontractors within the trade; and the names of all sub-trade subcontractors to be used if awarded the trade contract and each sub-trade contract sum; to the extent applicable, an identification by the Trade Contractor that it is a MBE or WBE or a list of the MBEs and/or WBEs proposed to be used by the Trade Contractor;
 - g. an affidavit of tax compliance that must be executed by all bidders;
 - h. an affidavit of prevailing wage compliance pursuant to M.G.L. c. 149, §§ 26 and 27 that must be executed by all bidders;
 - i. a non-collusion affidavit that must be executed by all bidders;
 - j. a requirement that a bidder post a 5% bid bond from a surety company licensed to do business in the Commonwealth and whose names appears on U.S. Treasury Department Circular 570; but the bid bond shall be returned to the bidder if the bidder is not selected as the Trade Contractor;
 - k. a budget for the project, and the budget amount for the trade contract scope of work as provided in the project guaranteed maximum price, if available, or as provided in the most recent budget for the project;

- l. a requirement that a bidder submit a current Certificate of Eligibility issued by DCAM to the Trade Contractor showing that the Trade Contractor is certified for the trade category for which the bid is submitted.
- m. A requirement that a bidder submit a completed Update Statement with its bid; and
- n. a Trade Contractor agreement form as set forth in M.G.L. c. 149A, §8 (k).

The prequalified Trade Contractors shall submit bids in compliance with the requirements of the Request for Bids package.

- 3.2 **Bid Opening, Award, Rejection and Negotiation of Bids.** Bids shall be opened publicly by THE OWNER. Bids for each trade shall be: a) accepted only from firms appearing on the list of prequalified firms described in Paragraph 2.4 for such trade; b) submitted as set forth in the RFB, and c) opened publicly. Any bid which does not include the bid bond or affidavits required pursuant to law or any response in which the information requested is incomplete, conditional, or obscure or which contains any additions not required in the request for bids package shall be rejected. The trade contract for each trade shall be awarded to the lowest prequalified bidder except that THE OWNER reserves the right to reject the bids of any and all Trade Contractors if: a Trade Contractor is not eligible to submit a bid; if the bid does not represent the bid of a person competent to perform the work specified; or if less than three such bids were received and the prices are not reasonable for acceptance without further negotiation or competition. In addition if fewer than three responsive bids are received for any trade category and the lowest bid exceeds the estimated cost for the work, the CM shall attempt to negotiate an acceptable price with the lowest prequalified bidder. If the negotiations are unsuccessful, the construction manager shall terminate negotiations with the lowest prequalified bidder and shall initiate negotiations with the trade contractor who was the second lowest prequalified bidder. If the CM is unsuccessful in negotiating an acceptable price with the lowest prequalified bidder and second lowest prequalified bidder, the CM, on behalf of and with the consent of the public agency, shall solicit additional bids utilizing the procedures for selection of subcontractors who are not trade contractors, set out below and in M.G.L. c. 149A, § 8 (j).
- 3.3 **Trade Contract Execution.** Each trade contractor selected to perform work on the Project shall return an executed trade contract including the required performance and payment bonds and insurance certificate to the CM within 10 business days of receipt of the trade contract from the CM. The trade contract shall be the trade contract agreement required by law.

II. Other Subcontracts

1. Applicability of Procedures

Subcontracts Subject to Procedures For Other Subcontracts. The process set forth in these Sections 4 and 5 of the Procedures shall apply to the procurement of subcontracts and subcontractors that are not subject to the provisions of Sections 2 and 3 above, specifically subcontractors that are not Trade Contractors, and where the subcontract scope of work has an estimated value that is equal to or exceeds \$20,000.

2. Prequalification and Procurement

2.1 Subcontract Other than Trade Contracts in With An Estimate Cost equal to or greater than \$20,000. For Subcontracts that are not trade contracts with an estimated cost equal to or greater than \$20,000, the CM shall submit to THE OWNER for its approval the qualifications which it believes a subcontractor must have to perform the work of the subcontract and a list of a minimum of three (3) subcontracting firms, and preferably at least five (5) subcontracting firms, which the CM believes meet the qualifications. The CM shall submit information in a form and content satisfactory to the Prequalification Committee concerning the qualifications and responsibility of the proposed subcontractors and, when relevant, how the selection will further the CM's compliance with its Project MBE and WBE participation goals. The CM firm may submit its qualifications to bid on subcontract work provided that the CM customarily performs the work for which it submits its qualifications and does so with employees on its own payroll, and provided that the CM meets all the requirements of the selection process. The Prequalification Committee may eliminate firms from the list of firms submitted by the CM, and the Prequalification Committee may add firms to the list submitted by the CM. The CM must add the firms requested by the Prequalification Committee to the list if the firms are acceptable to the CM. If the firms Prequalification Committee requested be added are not acceptable to the CM based upon qualifications, ability or for any other reason, the CM must advise the Prequalification Committee of its objections and the basis for the objections in writing. If the Prequalification Committee determines that the CM's objections to THE OWNER requested firm(s) are valid then the requested firms will not be added to the list, otherwise the firm(s) will be added.

The CM will invite all subcontractors on the approved list to submit bids for the subcontract work, using forms and procedures approved by THE OWNER. The bids shall be based on detailed bidding information developed by the CM for the subcontract work. The CM will submit to THE OWNER a list of bids submitted for each subcontract and with the list will indicate the bidder it recommends be selected to be awarded a subcontract. The CM shall along with its submission provide a written explanation as to the reasons for its selection and recommendation. The CM's recommendation will be based on relevant factors including, but not limited to, price, quality of work, and MBE and/or WBE participation. THE OWNER approval is required before a subcontract can be awarded by the CM to a subcontractor, which approval shall not be unreasonably withheld provided the selection will not have an adverse effect on meeting project goals including, but not limited to, price, quality of work and/or MBE/WBE participation. In no event will the selection of a subcontractor affect the GMP agreed to by the CM.

The CM may, with the approval of THE OWNER, reject the proposals for a subcontract and either resolicit that scope of work or negotiate with one or more of the firms that submitted the rejected proposals. Such rejection may be based on the proposal being too high compared to the amount carried in the GMP for that scope of work or upon any other basis approved by THE OWNER.

2.2 Subcontracts With An Estimated Cost Less Than \$20,000. Subcontracts with an estimated cost less than \$20,000, and subcontracts for the supply of materials or equipment not including performance of labor in construction at the Project site, regardless of the estimated cost, may be awarded by the CM using any method selected by the CM with the approval of THE OWNER.

III. Other Procurement Provisions

1. Emergencies

1.1 In case of an emergency, THE OWNER or the CM, with the prior approval of DCAM, may award a contract for such work as is necessary to preserve or protect the health or safety of persons or property on the basis of such competitive bids or proposals as it can reasonably obtain in time to respond to the emergency and without public advertisement or opening of bids or proposals; or the CM may perform such work with its own forces.

2. Termination of Contracts

2.1 Termination of Trade Contracts and Other Subcontracts. If a trade contract, or other subcontract, is terminated in whole or in part by the CM after the subcontractor commences work but prior to completion of the work covered by such trade contract or other subcontract on account of breach or default by the trade contractor or other subcontractor, or for other reasons in the public interest approved by THE OWNER, the CM may engage a replacement subcontractor using any method selected by the CM and approved by THE OWNER, or may perform the affected work with its own forces, as necessary to preserve, protect, or complete the work without following these procedures and without public advertisement or opening of bids or proposals. The termination of a trade or other subcontract prior to completion of its work shall not be the basis for an increase in the GMP.

3. Miscellaneous Provisions

3.1 Procurement Records. The Prequalification Committee and the CM shall ensure that THE OWNER has a complete set of the following records:

- a. All RFQs issued pursuant to Section 2 of these Procedures, including all addenda.
- b. All SOQs and other information furnished to or otherwise obtained by the Prequalification Committee and the CM concerning qualification of each Applicant responding to an RFQ including any references or scoring obtained or generated in connection with the SOQs.
- c. All RFBs issued by the CM to prequalified Trade Contractors pursuant to Section 3 of these Procedures.
- d. All bids received from such Trade Contractors in response to such RFBs.
- e. All solicitations for bids or proposals issued by the CM to firms other than Trade Contractors.
- f. All bids and proposals received by the CM from such firms in response to such solicitations.
- g. All contracts awarded pursuant to these procedures.
- h. All other written documents required pursuant to the terms of these Procedures.
- i. All other documents referring or relating to the evaluation of qualifications, proposals or bids, including but not limited to, all notes (to the extent included in Project files), memoranda, correspondence and meeting minutes, whether formal or informal, in either electronic media or hard copy.

THE OWNER shall retain copies of such records for a period of six (6) years from the date of final payment under the contract to which such records relate. The Secretary of

Administration and Finance and the Inspector General of the Commonwealth shall have access to all such records at any time upon reasonable notice.

3.2 Severability. If any provision of these Procedures shall be determined to be invalid or unenforceable, the remaining provisions of the Procedures shall remain in full force and effect.

3.3 Time. The periods of time within which any party is required to act under the terms of these procedures when described in terms of "days" shall, unless otherwise specified, mean calendar days (and not business days), except that if the last day of any such time period falls on a Saturday, Sunday, or legal holiday in Massachusetts, the period of time during which the required action must be taken will be extended to the next following business day.

APPENDIX D to the General Conditions of the Contract

- Form for Subcontract between Construction Manager and Trade Contractor

FORM FOR TRADE CONTRACT BETWEEN CONSTRUCTION MANAGER AND TRADE CONTRACTOR

THIS AGREEMENT made this _____ day of _____, 20____, by and between

_____ a corporation organized and existing under the law of _____ a partnership consisting of _____ an individual doing business as _____ hereinafter called the "Construction Manager or CM" and

_____ a corporation organized and existing under the laws of _____ a partnership consisting of _____ an individual doing business _____ hereinafter called the "Trade Contractor".

WITNESSETH that the CM and the Trade Contractor for the considerations hereafter named, agree as follows:

1. The Trade Contractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. _____ of the Specifications for _____ (Name of Sub-trade) and the Plans referred to therein and addenda No. _____, _____, _____ and _____ for the _____

(complete title of project and project no. taken from the title page of the Specifications) all as prepared by _____ (Name of Designer or Engineer)

All work shall be in accordance with the (project) all as prepared by _____ designer. All work shall be in accordance with the contract documents listed on Exhibit A; and the detailed Scope of Work listed on Exhibit B. The CM agrees to pay the Trade Contractor as full payment for all the work in Exhibit B, the sum of \$ _____. This price includes the following alternates (and other items set forth in the sub-bid);

Alternate No(s) _____, _____, _____, _____, _____, _____

(a) The Trade Contractor agrees to be bound to the CM by the terms of the hereinbefore described Plans, Specifications (including all general conditions stated therein) and addenda No. _____, and _____, and _____, and to assume to the CM all the obligations and responsibilities that the CM by those documents assumes to the _____ hereinafter called

(Public Agency)

the "Public Agency", except to the extent that provisions contained therein are by their terms or by law applicable only to the CM.

(b) The CM agrees to be bound to the Trade Contractor by the terms of the hereinbefore described documents and to assume to the Trade Contractor all the obligations and responsibilities that the Public Agency by the terms of the hereinbefore described documents assumes to the CM, except to the extent that provisions contained therein are by their terms or by law applicable only to the Public Agency.

2. The CM agrees to begin, prosecute and complete the entire work specified by the Public Agency in an orderly manner so that the Trade Contractor will be able to begin, prosecute and complete the work described in this Trade Contract; and, in consideration thereof, upon notice from the CM, either oral or in writing, the Trade Contractor agrees to begin, prosecute and complete the work described in this Trade Contract in an orderly manner in accordance with the Project Schedule attached as Exhibit C as it may be reasonably modified from time to time by agreement of the CM and the Trade Contractor.

3. The Trade Contractor agrees to furnish to the CM on execution of this Trade Contractor Agreement and prior to commencing the work, evidence of workmen's compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Public Agency by the CM.

4. The CM agrees that no claim for services rendered or materials furnished by the CM to the Trade Contractor shall be valid unless written notice thereof is given by the CM to the Trade Contractor during the first ten (10) days of the calendar month following that in which the claim originated.

5. The Trade Contractor Agreement is contingent upon the execution of an amendment to the contract between the CM and the Public Agency for the work of the Trade Contractor.

6. If the Trade Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-trade subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the CM, or otherwise be guilty of a substantial violation of any provision of the contract, then the CM may, without prejudice to any other right or remedy and after giving the Trade Contractor and his surety seven days' written notice, terminate the employment of the Trade Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Trade Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the trade contract price shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the CM. The CM and Trade Contractor shall have the right to seek damages for breach of this Trade Contract without terminating this Trade Contract or ceasing performance hereunder.

7. The following exhibits are incorporated into their subcontract:

- Exhibit A: Contract Documents
- Exhibit B: Detailed Scope of Work
- Exhibit C: Project Schedule

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

 (Name of Trade Contractor)
 By: _____

SEAL ATTEST

 (Name of CM)
 By: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS

that _____

 _____ as Principal, and

 _____ as Surety,

are held and firmly bound unto the Awarding Authority, in the sum of

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

WHEREAS the said Principal has made a contract with the Awarding Authority bearing date of

_____ 200__ for the construction of _____
 _____ (Project),

Now the condition of this obligation is such that if the Principal shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract and any extensions thereof that may be granted by the Awarding Authority, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly keep and perform all the alterations, changes or additions to said contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

In the event that the contract is abandoned by the Contractor, or is terminated by the Awarding Authority, said surety hereby further agrees that said surety shall, if requested in writing by the Awarding Authority, take such action as is necessary to complete said contract.

In witness whereof we hereunto set our hands and seals this ____ day of _____,

By Principal: _____ [Seal]

By Surety: _____ [Seal]

Address: _____

Surety Agent: _____ [Seal] Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL
(PERFORMANCE BOND)

I, _____, certify that I am the _____ of the corporation
named a principal in the within bond; that _____ who signed said Bond on behalf of
the Principal was then _____ of said corporation and I know his
signature and his signature thereon is genuine, and that said Bond was duly signed, sealed and
attested for and on behalf of said corporation by authority of its governing body.

Signed: _____ [Seal]

Date: _____, 20__

END OF PERFORMANCE BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ as
principal, and _____

as surety, are held and firmly bound unto the Awarding Authority in the sum of _____

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

WHEREAS, the said principal has made a contract with the Awarding Authority under date of
_____, 200__

for: _____

Now the condition of this obligation is such that if the principal shall promptly pay for all labor
performed or furnished and for all materials used or employed in said contract and in any and all duly
authorized modifications, alterations, extensions of time, changes or additions to said contract that
may hereafter be made, notice to the surety of such modifications, alterations, extensions of time,
changes or additions being hereby waived, the foregoing to include any other purposes of items set
out in, and to be subject to, the provision of Massachusetts General Laws (Ter. Ed.), Chapter 30,
Section 39A, and Chapter 149, Section 29 as amended, then this obligation shall become null and
void; otherwise it shall remain in full force and effect.

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

By Principal: _____ [Seal]

By Surety: _____

Address: _____

Surety Agent: _____ [Seal]

Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL
(LABOR AND MATERIAL BOND)

I, _____, certify that I am the _____

of the corporation named as principal in the within bond; that _____
who signed said Bond on behalf of the Principal was then _____
of said corporation and I know his signature and his signature thereon is genuine; and that said Bond
was duly signed, sealed and attested for and on behalf of said corporation by authority of its
governing body.

Signed: _____ [Seal]

Date: _____, 20__

END OF LABOR AND MATERIAL PAYMENT BOND