The Commonwealth of Massachusetts

University of Massachusetts
Amherst

CONTRACT FOR

Campus-Plumbing Trade Labor

SPECIAL ATTENTION TO BIDDERS

有益　Bids must be made on the enclosed form.

有益　Fill in all applicable blank spaces on all pages of this form.

有益　Return complete form intact.
Bid Express

All construction projects at the University of Massachusetts Amherst are available for bidding on the Bid Express website at: bidexpress.com. Submitting bids via the Bid Express website will become mandatory for any bid advertised on or after July 1, 2015.

Electronic bids may be submitted at the bidexpress.com website. All electronic bidders must first register on bidexpress.com and create an Info Tech Digital ID. Registration and Digital ID creation are free. It can take up to five business days to process your Digital ID and it is highly recommended that a Digital ID be enabled at least 48 hours in advance of submitting an electronic bid. Please plan accordingly. A fee of $25 will be incurred for bidding electronically on a pay-per solicitation basis; alternatively, you may subscribe for $50 per month to have access to all solicitations and email notifications.

Electronic Bid Bonds: To utilize the Electronic Bid Bond option, please contact either Surety 2000 at 800-660-3263 or help@surety2000.com or InSure Vision Technologies at 818-783-3460 or info@insurevision.com

For additional guidance, please contact the Bid Express team at toll free (888) 352-2439 (select option 1) or at support@bidexpress.com

Traditional Paper Bid Bonds or Certified Check: If you choose not to utilize the Electronic Bond Option you may upload a scanned copy of your Bond or Certified Check when submitting your bid, the scanned copies must be followed up with a hard copy delivered to the Procurement Office, Mass Venture Center, 100 Venture Way, Room 334, Hadley, MA, 01034 within 72 hours after the bid opening. Failure to submit a hard copy of your bid bond or certified check within the specified time period will result in the rejection of your bid.

Note that failure to submit a hard copy of your bid bond or certified check more than two times in a twelve month period will result in a twelve month ban on submitting bids to the University.

During the introductory period only one copy of your bid should be submitted either through Bid Express or a hard copy delivered to Procurement; in the event that a company submits a bid both on Bid Express and a hard copy to Procurement then the Bid Express bid will be considered the official bid and the hard copy will not be considered
Attention Contractors  
(Effective July 1, 2013)

UMASS Amherst is a Tobacco-Free campus

Starting July 1, 2013, the University of Massachusetts will prohibit tobacco use everywhere on campus, inside buildings and throughout the grounds. The policy applies to everyone and anyone on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone, including students, staff, faculty, contractors and visitors. For the purpose of this policy, “tobacco” refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes.

1. The use of tobacco will be prohibited in all buildings and vehicles owned or leased by UMASS Amherst, regardless of location.

2. The use of tobacco will also be prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts and recreational areas.

3. The use of tobacco will be prohibited inside any vehicle located on University grounds.

4. When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.
Attention Contractors  
(Effective July 1\textsuperscript{st}, 2012)

The University of Massachusetts Amherst will be posting \textbf{all addenda} to the procurement website:

\texttt{http://www.umass.edu/procurement/constructionprojects.htm}

Effective July 1st 2012 the university will \textbf{not} be sending out hard copies of the addenda. Notification will be sent via e-mail to all plan holders of record once an addendum has been posted to the website.

***It is the sole responsibility of theBidder to ascertain the existence of any addenda issued by the Awarding Authority, whether or not the same are mailed to, or received by, Bidder. Copies of addenda will be made available for inspection at the locations listed in the Advertisement where the Contract Documents are on file.***
ATTENTION CONTRACTORS & SUBCONTRACTORS
(EFFECTIVE AUGUST 1, 2006)

ALL CONTRACTORS AND SUBCONTRACTORS PLEASE NOTE THE NEW UNIVERSITY OF MASSACHUSETTS AMHERST CONTRACT PROVISIONS REQUIRING CONFIRMATION OF HIRING PRACTICES IN ACCORDANCE WITH FEDERAL DEPARTMENT OF HOMELAND SECURITY REQUIREMENTS. THIS INCLUDES BUT IS NOT LIMITED TO THE FAITHFUL COMPLETION OF THE FORM I-9 PROCESS FOR ALL PERSONS TO BE EMPLOYED IN THE WORK OF THE PROJECT WHO ARE REQUIRED TO BE LISTED ON THE CERTIFIED PAYROLL REPORTS. THE CONTRACTOR AND ALL SUBCONTRACTORS MUST: 1) EXECUTE ALONG WITH ITS CONTRACT/SUBCONTRACT AND CERTIFICATE OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION REQUIREMENTS, AND 2) MUST CERTIFY IN EACH CERTIFIED PAYROLL REPORT SUBMITTED TO UNIVERSITY OF MASSACHUSETTS AMHERST, THAT THE FORM I-9 PROCESS WAS FAITHFULLY COMPLETED FOR ALL EMPLOYEES LISTED ON EACH CERTIFIED PAYROLL REPORT. SEE NOTICE TO BIDDERS AND GENERAL CONDITIONS
ATTENTION CONTRACTORS & SUB-CONTRACTORS
(EFFECTIVE JULY 1, 2006)

M.G.L. c. 30, § 39S (a)(2) REQUIRES 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 ALL CONTRACTORS, SUBCONTRACTORS AND OTHERS WORKING AT THE SITE SHALL FURNISH DOCUMENTATION OF SUCCESSFUL COMPLETION OF SAID COURSE WITH THE FIRST CERTIFIED PAYROLL REPORT FOR EACH EMPLOYEE.
ATTENTION FILED SUB-BIDDERS
(EFFECTIVE JANUARY 1, 2006)

A VALID SUB-BIDDER CERTIFICATE

OF ELIGIBILITY ISSUED BY THE DIVISION

OF CAPITAL ASSET MANAGEMENT (DCAM)

IN THE CATEGORY OF WORK OF YOUR

SUB-BID AND A COMPLETED SUB-BIDDER

UPDATE STATEMENT MUST ACCOMPANY

EACH AND EVERY FILED SUB-BID SUBMITTED.
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UNIVERSITY OF MASSACHUSETTS AMHERST

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Daily Time and Material Report for Change Orders
Request and Agreement for a Change in the Plans,
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BID PACKAGE

PART I

INSTRUCTIONS TO BIDDERS

Instructions to Bidders

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Attachment B: Forms Used During Bidding

Sample Certificate of Eligibility – Prime Bidder

Sample Sub-bidder Certificate of Eligibility

Update Statement – Prime Bidder

Sub-bidder Update Statement

Form for General Bid

Form for Sub-Bid
UNIVERSITY OF MASSACHUSETTS AMHERST

INSTRUCTIONS TO BIDDERS

Awarding Authority:
University of Massachusetts Amherst
Procurement Office, Mass Venture Center
100 Venture Way, Room 334
Hadley, MA 01035
Telephone: 413/545-0361

UMA No. UMAPP17-022
Project No. N/A
Title: Campus- Plumbing Trade Labor

Category of Work: Plumbing

Project Description and Scope:
Provide all necessary elements including labor (Journeyman & Apprentice), equipment, tools, vehicles & materials as required for plumbing services on a call/as needed basis.

Pre-Bid Meeting Information (if any): N/A

Deadline for filing filed Sub-bids is 12:00 noon on N/A, 20__.
Deadline for filing General bids is 2:00 p.m. on May 10__, 2017.
The list of filed subtrades for this project is found at Page 10 of these Instructions to Bidders.

The minimum wage rate requirements for this Contract are located in Attachment A to these Instructions to Bidders.

Pursuant to M.G.L. c. 30, §39S(a)(2) all employees to be employed on the worksite must have successfully completed a course in construction safety and health approved by OSHA and of at least 10 hours in duration.

The Contractor must provide written verification as detailed in the General Conditions at Article X, of compliance with Federal Department of Homeland Security Requirements, including but not limited to the Employment Eligibility Verification (Form I-9) Process.

Bid forms for this Contract are located in Attachment B to these Instructions to Bidders.

The combined participation goal for Minority/Women Business Enterprise for this Contract is ___ N/A ___%.

The MBE/WBE participation goal must include a reasonable representation of both MBE and WBE firms that meet or exceed the combined goal. MBE/WBE participation plans that consist solely of either a MBE or WBE representing 100% of the overall combined goals will not be considered reasonable or responsive. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however, no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable, and accepted by the awarding authority, shall not be awarded the contract.

The time for completion of the Work is specified in Article 2 of the Owner - Contractor Agreement. Liquidated damages for failure to complete work on time are as stated in Article 8 of the Owner - Contractor Agreement.

Bidding Documents may be examined at the University of Massachusetts Amherst, Procurement Office, Mass Venture Center, 100 Venture Way, Room 334, Hadley, MA 01035, and copies may be obtained by depositing a company, treasurer's, cashier's, or bank check, in the sum of $50.00 per set payable to the University of Massachusetts. A refund will be made to those returning the documents in satisfactory condition within 10 working days after the general bid opening. Otherwise the deposit shall become the property of the University.

CLOSING: Should the University of Massachusetts Amherst close the campus for any reason on the scheduled day of the bid opening, the bid opening date will be extended to the next normal business day for the University at the same time/same place. It is the bidder's responsibility to verify by going to the University closing website at: www.umass.edu/closing or by public announcements.
The filed sub-trades for this project are as follows:

<table>
<thead>
<tr>
<th>Section #</th>
<th>Filed Sub-trade</th>
<th>All Bid Deposits</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td>5% of Bid Amount</td>
</tr>
</tbody>
</table>

(Sub-bid forms pages 60-64)

As used herein, capitalized terms shall have the meaning assigned to them in the General Conditions of the Contract and the Owner - Contractor Agreement unless the context clearly indicates otherwise.
SECTION I - BIDDER'S REPRESENTATION

1.1 Each general bidder or sub-bidder (hereinafter sometimes referred to as "Bidder") by making a bid or sub-bid (hereinafter sometimes referred to as "Bid") represents and warrants that Bidder has visited the site and examined the Contract Documents, that Bidder is familiar with the local conditions under which the Work is to be performed, that Bidder has correlated personal observations with the requirements of the Contract Documents, and that where the Contract Documents require, in any part of the Work, a given result to be produced, the Contract Documents are adequate and that Bidder will produce the required result within the Bid price and that the Bid is made in accordance therewith.

1.2 Failure to so examine the Contract Documents and the Site will not relieve any Bidder from any obligation under the Bid as submitted. Neither the University of Massachusetts nor the Designer will be responsible for errors, omissions and/or charges for extra work arising from Bidder's failure to familiarize itself with the Contract Documents or existing conditions.

SECTION 2 -- GENERAL BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT

2.1 Every general Bidder must submit the following with its general Bid:
   --A current Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance ("DCAM"), DCAM Form CQ 7, showing that the Bidder has been approved to bid on projects of the category of work required and that the Bidder has a single project limit in an amount no lower than the amount of its Bid including all "add" alternates.
   --A fully completed current Contractor Update Statement, DCAM Form CQ3.

2.2 It is the Bidder's responsibility to obtain the necessary forms from DCAM and to submit its Application for Certificate of Eligibility so as to allow sufficient time for DCAM's evaluation of the application and issuance of a Certificate of Eligibility prior to the deadline for bidding.

2.3 The Contractor Update Statement is not a public record as defined in M.G.L. c. 4, § 7 and will not be open to public inspection.
SECTION 3 – FILED SUB-BIDDERS - CERTIFICATE OF ELIGIBILITY AND UPDATE STATEMENT

3.1 Every Filed Sub-Bidder must submit the following with each filed sub-bid:
--A current Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance ("DCAM") for that sub-bid trade, showing that the Sub-Bidder has been approved to bid on projects of the category of work required.
--A fully completed current Sub-Bidder Update Statement.

3.2 It is the Sub-Bidder's responsibility to obtain the necessary forms from DCAM and to submit its Application for Sub-bidder Certificate of Eligibility so as to allow sufficient time for DCAM's evaluation of the application and issuance of a Sub-Bidder Certificate of Eligibility prior to the deadline for bidding.

3.3 The Sub-Bidder Update Statement is not a public record as defined in M.G.L. c. 4, §7 and will not be open to public inspection.

SECTION 4 -- REQUESTS FOR INTERPRETATION

4.1 Any questions by prospective Bidders concerning interpretation of the Contract Documents must be submitted in writing to the Awarding Authority and should be in its possession at least five (5) calendar days, excluding weekend and holidays, unless otherwise specified, before the date set for the receipt of general Bids, or, if a question pertains to Item 2 filed sub-Bid work, at least five (5) calendar days, excluding weekend and holidays, unless otherwise specified, before the date set for the receipt of filed sub-Bids. The Awarding Authority will post any addenda or written interpretations that it deems necessary on the Procurement website: http://www.umass.edu/procurement/constructionprojects.htm. Bidders may not rely upon oral communications or interpretations from the Awarding Authority or the Designer and the Awarding Authority shall not be bound by them.

4.2 It is the sole responsibility of the Bidder to ascertain the existence of any addenda issued by the Awarding Authority, as posted on the website. Copies of addenda will be made available for inspection at the locations listed in the Advertisement where the Contract Documents are on file.

4.3 Wherever in the Contract Documents reference is made to Massachusetts General Laws, it shall be construed to include all amendments thereto effective as of the date of the issuance of the invitation to bid on the proposed work.
SECTION 5 -- PREPARATION OF BIDS; ALTERNATES

5.1 General Bids shall be submitted on the Form for General Bid included in Attachment B to these Instructions to Bidders. Filed sub-Bids shall be submitted on the Form for Sub-Bid included in Attachment B to these Instructions to Bidders.

5.2 All entries on the Bid form shall be typewritten or in ink.

5.3 Where so indicated on the Bid form, sums shall be expressed in both words and numerals. Where there is a discrepancy between the Bid sum expressed in words and the Bid sum expressed in figures, the Bid sum expressed in words shall control unless the intention of the Bidder clearly is otherwise as determined by the Awarding Authority in its sole discretion.

5.4 Each general Bidder shall acknowledge all required alternates in Section C on the Form for General Bid by entering the dollar amount of addition or subtraction necessitated by the alternate. General Bidders shall enter on the Form for General Bid a single amount for each alternate that shall consist of the sub-Bidders' amounts and the amount for work performed by the general Bidder.

5.5 If an alternate includes work within the Bidder's scope of work and does not involve a change in the cost of the Bid, the Bidder shall so indicate by writing "No Change" or "N/C" or "0" in the space provided for that alternate. Sub-Bidders shall enter on the Form for Sub-Bid the amount of addition or subtraction necessitated only for those alternates expressly identified in the Bid Documents as part of the sub-Bidder’s category of work. If the alternate is not identified in the Bid Documents as affecting the sub-Bidder's category of work then the sub-Bidder shall so indicate by writing "N/A" and only "N/A" or leaving the alternate blank.

5.6 The lowest Bidder will be determined on the basis of the sum of the base Bid and the accepted alternates.

5.7 If the space for indicating a requirement for payment and performance bonds for filed subcontractors is left blank by the general Bidder on the Form for General Bid, the Awarding Authority shall interpret this as a "No."

5.8 Costs for subcontractors' bond premiums shall be paid for by the general Contractor in accordance with M.G.L. c. 149, § 44F unless the project is a project in which contractor and subcontractor prequalification are required pursuant to M.G.L. 149, §§ 44D1/2 or 44D3/4.
5.9 If the general Bidders are instructed to carry an amount for a given sub-trade listed under Item 2, general Bidders shall list the sub-trade and the amount provided by the Awarding Authority. The line under "bonds required" on the Form for General Bid should be left blank or marked "N/A" in order for subsection 5.10 to apply.

5.10 Upon solicitation of a subcontractor to perform the work required with respect to a sub-trade referenced in subsection 5.9, the general Bidder’s Contract Price shall be adjusted by the following: a) the difference between the subcontract amount and the amount carried in the general Bid; b) the total cost of the subcontractor’s bonds, if the general Bidder requires such bonds after the solicitation is completed and if the general Bidder complied with 5.9 above; c) the documented increased costs for the general Bidder’s bonds, if any, attributable to the incremental difference between the amount carried for the given sub-trade and the actual subcontract amount.

5.11 Overhead and profit for supervision of the sub-trade mentioned in subsections 5.9 and 5.10 above shall be included by all general Bidders in Item 1 of the subdivision of the Contract Price. No additional overhead or profit will be paid on the incremental difference between the amount carried for the sub-trade and the subcontract amount as stated in M.G.L. c. 149, § 44F(4)(a)(2).

5.12 Sub-Bidders should not list Paragraph E sub-subcontractors unless requested to do so by the Awarding Authority.

5.13 Each general Bid and each Bid of a filed subcontractor must be accompanied by a bid deposit in the form of a bid bond; a check certified by, or a treasurer’s or cashier’s check issued by, a responsible bank or trust company, payable to the University of Massachusetts Amherst. Any bid bond shall be (a) in a form satisfactory to the Awarding Authority, (b) with a surety company qualified to do business in the Commonwealth and (c) conditioned upon the faithful performance by the principal of the agreements contained in the Bid.

5.14 The amount of such bid deposit shall be 5% five per cent of the value of the Bid including alternates.
SECTION 6 - SUBMISSION OF BIDS

6.1 Each sub-Bid, including the bid deposit, Sub-Bidder Certificate of Eligibility and properly completed Sub-Bidder Update Statement shall be enclosed in a sealed envelope with the following plainly marked on the outside:

Filed Sub-Bid for:

UMA No. ______________________
Project No. ______________________
Title: ______________________
Sub-Bid Section No. ____________
Trade: ______________________
Sub-Bidders name, business address, and telephone number: ______________________

6.2 Each general Bid, including the bid deposit, DCAM Certificate of Eligibility (CQ7), and properly completed Update Statement (CQ3), shall be enclosed in a sealed envelope with the following plainly marked on the outside:

General Bid for:
UMA No. ______________________
Project No. ______________________
Title: ______________________
General Bidders name, business address, and telephone number: ______________________

6.3 All Bids must be received by the Procurement Department at the address specified on page 8 of these Instructions to Bidders no later than the applicable date and time specified on page 8 of these Instructions to Bidders. Any Bid not received by the applicable deadline will not be accepted.

6.4 Bidding results will not be given out over the telephone prior to 1:00 PM of the day following the Bid opening.
SECTION 7 - WITHDRAWAL OF BIDS; REJECTION OF BIDS

7.1 Any Bid may be withdrawn prior to the specified deadline for the receipt of Bids provided that the withdrawal shall be made by a written request signed by a person having the authority to bind the Bidder. The written request must be hand delivered or otherwise delivered to the University of Massachusetts Amherst, Attn: Director of Procurement, Procurement Office, Mass Venture Center, 100 Venture Way, Room 334, Hadley, MA 01035 and must be received on or before the date and time appointed as the deadline for the receipt of Bids.

7.2 A Bidder may withdraw its Bid without penalty at any time up to the time of Award as defined below in subsection 9.1 only upon demonstrating to the satisfaction of the Awarding Authority that a death or disability has occurred or a bona fide clerical or mechanical error of a substantial nature was made during the preparation of the bid. Failure to demonstrate conclusively that a bona fide clerical or mechanical error of a substantial nature was made may result in forfeiture of the Bid deposit.

7.3 The Awarding Authority reserves the right to waive any informality in or to reject any and all Bids if it is in the public interest to do so. Without limiting the foregoing, the Awarding Authority reserves the right to reject unit prices which it deems unduly high or unduly low as unbalanced.

SECTION 8 - MBE AND WBE PARTICIPATION

8.1 The apparent low Bidder’s compliance with the requirements of this Section 8 is a prerequisite for receiving the Award of the Contract.

8.2 The MBE and WBE participation goals for this Contract are as set forth on the first page of these Instructions to Bidders. The Awarding Authority reserves the right to reduce or waive the MBE or WBE participation goals established for this Contract upon written request made by a general Bidder within the time frame set forth in Section 8.3. Such written request must demonstrate to the satisfaction of the Awarding Authority that it is not feasible for a non-MBE or non-WBE general Bidder to meet the goals established for this Contract based upon any or all of the following: (i) actual M/WBE availability, (ii) the geographic location of the project to the extent related to M/WBE availability, (iii) the scope of the work, (iv) the percentage of work available for subcontracting to M/WBEs and/or (v) other relevant factors, including a documented inability by the prospective Bidder to obtain commitments from M/WBE subcontractors sufficient to meet the M/WBE goals after having made a diligent, good faith effort to do so. All of the foregoing documentation shall accompany the Bidder’s request for a reduction or waiver of the M/WBE participation goals. Such documentation shall include, at a minimum, the following:
-- A list of all items of work under the Contract that the Bidder made available for subcontracting to M/WBEs. The Bidder shall identify all items of work, other than work to be performed by filed sub-Bidders, that the Bidder did not make so available and shall state the reasons for not making such work available for subcontracting to M/WBEs. The Bidder shall also demonstrate that, where commercially reasonable, subcontracts were divided into units capable of being performed by M/WBEs.

-- Evidence that the Bidder sent written notices soliciting Bids or proposals to perform the items of work made available by the Bidder for subcontracting to M/WBEs to all M/WBEs qualified to perform such work. The Bidder shall identify (i) each M/WBE solicited, and (ii) each M/WBE listed in the SOMWBA directory under the applicable trade category that was not solicited and reasons therefor. The Bidder shall also state the dates that notices were mailed and provide a copy of the written notice(s) sent.

-- Evidence that the Bidder made reasonable efforts to follow up the written notices sent to M/WBEs with telephone calls or personal visits in order to determine with certainty whether the M/WBEs were interested in performing the work. Phone logs or other documentation must be submitted.

-- A statement of the response received from each M/WBE solicited, including the reason for rejecting any M/WBE who submitted a bid or proposal.
-- Evidence of efforts made to assist M/WBEs that needed assistance in obtaining bonding or insurance, or lines of credit with suppliers if the inability of M/WBEs to obtain bonding, insurance, or lines of credit is the reason given for the Bidder’s inability to meet the M/WBE goals.

The Bidder may also submit any other information supporting its request for a waiver or reduction in the M/WBE participation goals, including without limitation evidence that the Bidder placed advertisements in appropriate media and trade association publications announcing the Bidder’s interest in obtaining bids or proposals from M/WBEs, and/or sent written notification to M/WBE economic development assistance agencies, trade groups and other organizations notifying them of the Contract and the work to be subcontracted by the Bidder to M/WBEs. The Bidder shall also submit any other information reasonably requested by the Awarding Authority to show that the Bidder has taken all actions that could reasonably be expected to achieve the M/WBE participation goals.

8.3 If filed sub-Bids are solicited for this Contract, requests from prospective general Bidders to reduce or waive the M/WBE participation goals for this Contract must be received by the Awarding Authority no later than four (4) working days after the list of filed sub-Bidders is mailed by the Awarding Authority to persons who have taken out plans for the Contract. If
there are no filed sub-Bids solicited for this Contract, requests to reduce or waive the W/MBE participation goals for this Contract must be received by the Awarding Authority no later than fourteen (14) calendar days before the date set for the receipt of general Bids. **THE AWARDING AUTHORITY WILL NOT CONSIDER ANY REQUEST TO REDUCE OR WAIVE THE M/WBE PARTICIPATION GOALS FOR THIS CONTRACT THAT IS RECEIVED AFTER THESE DEADLINES.** Any reduction or waiver of the M/WBE participation goals for this Contract will be made by written addendum mailed to all persons who have taken out plans for the project.

**8.4** No later than five (5) working days after the opening of general Bids, the apparent low Bidder shall submit the following documents to the Awarding Authority's Compliance Office: (i) a completed Schedule for Participation by Minority/Women Business Enterprises ("Schedule for Participation") in the form provided by the Awarding Authority showing M/WBE participation in amounts equal to or exceeding the M/WBE participation goals for this Contract, (ii) a completed Letter of Intent in the form provided by the Awarding Authority for each M/WBE listed in the Schedule for Participation, and (iii) a current SOMWBA certification letter for each M/WBE listed in the Schedule of M/WBE Participation showing that the M/WBE is certified in the area of work for which it is listed on the Letter of Intent.

**8.5** Each Letter of Intent shall identify and describe the work to be performed by the named M/WBE (the “M/WBE Work”) with enough specificity to permit the Awarding Authority to identify the particular items of contract work that the M/WBE will perform for M/WBE participation credit. The Awarding Authority reserves the right to reject any Letter of Intent if the price to be paid for the M/WBE Work does not bear a reasonable relationship to the value of such work under the Contract as determined by the Awarding Authority.

**8.6** Within five (5) working days after receipt of the Schedule For M/WBE Participation, Letters of Intent, and SOMWBA certification letters, the Awarding Authority shall review and either approve or disapprove the apparent low Bidder’s submissions. If the apparent low Bidder has not submitted an appropriate Schedule For M/WBE Participation and appropriate Letters of Intent and SOMWBA certification letters establishing that the M/WBE participation goal for the project will be met, the apparent low Bidder will be considered ineligible for Award of the Contract and the Awarding Authority will Award the Contract to the second lowest Bidder, subject to said Bidder’s compliance with these conditions.

**8.7** The Bidder’s attention is called to Article XIII of the General Conditions of the Contract which requires the Contractor to submit, within 30 days of the Contract Date, signed subcontracts with all subcontractors or a purchase order or invoice from each material supplier and/or manufacturer listed on the Schedule For M/WBE Participation.
8.8 A filed sub-Bidder is not required to submit a Schedule of M/WBE Participation with its Bid. A filed sub-Bidder may, at its option, submit a Letter of Intent with its Bid if it is a SOMWBA certified M/WBE. If a filed sub-Bidder intends to sub-subcontract work to a SOMWBA certified M/WBE, and the filed sub-Bidder wishes that sub-subcontract to be credited toward the participation goals for this Contract, the filed sub-Bidder should submit a Letter of Intent from that M/WBE with its Bid. A filed sub-Bidder can subcontract out up to 20% of its work to M/WBEs unless such work is designated as sub-sub contract Paragraph E work in the Bid Documents in which case the 20% cap does not apply.

SECTION 9 -- CONTRACT AWARD

9.1 "Award" means the determination, selection, and notification of the lowest, responsible and eligible Bidder by the Awarding Authority.

9.2 The Awarding Authority will award the Contract within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of Bids in accordance with M.G.L. c.149 §44A.

9.3 The Contract will be awarded to the lowest responsible and eligible Bidder as determined by the Awarding Authority, except in the event of substitution as provided under M.G.L. c.149, §§44E and 44F, in which cases the procedure as required by said sections shall govern the award of the Contract.

9.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the general Bidder whose Bid is the lowest of those Bidders who, in the Awarding Authority's opinion, are ready, willing and able to comply with all requirements of the Contract Documents and demonstrably possess the skill, ability, and integrity necessary for the faithful performance of the Work, based on the determination of past performance and financial soundness under (i) M.G.L. c.149 §44A and following sections, (ii) the rules, regulations, orders, guidelines and policies promulgated from time to time by the Commissioner of the Division of Capital Asset Management and Maintenance ("DCAM") and (iii) any other relevant criteria that the Commissioner may prescribe. If the Awarding Authority determines that any non-filed subcontractor chosen by a Bidder is not qualified or responsible, then the Bidder shall obtain another subcontractor satisfactory to Awarding Authority and the contract price shall not be adjusted.

9.5 The general Bid price shall be the price set forth in paragraph C of the Form for General Bid. No general Bid shall be rejected (i) because the sum of the prices set forth in Item 1 and 2 does not equal the general Bid price set forth in said paragraph C or (ii) because of one or more errors in setting forth the name, the sub-Bid price of a sub-Bidder, or the total of Item 2, provided that
the sub-Bidder or sub-Bidders designated are clearly identifiable, or (iii) because the plans and specifications do not accompany the Bid or are not submitted with the Bid.

9.6 Should the Contract Documents require submission of special data to accompany the Bid, the Awarding Authority reserves the right to rule the Bidder’s failure to submit such data an informality and to received said data subsequently within a reasonable time as set by the Awarding Authority, provided that no such ruling shall result in an unfair advantage to the Bidder.

9.7 The Awarding Authority also reserves the right to reject any sub-Bid if it determines that such sub-Bid does not represent the Bid of a person competent to perform the work as specified, or if fewer than three sub-Bids are received for a sub-trade, and the Bid prices are not reasonable for acceptance without further competition.

9.8 If the Awarding Authority decides to reject all general Bids or if the Awarding Authority does not receive any general Bids, the Awarding Authority may retain and use the sub-Bids received for a second opening of general Bids; provided, however, that there are no changes in the work involved for the sub-trades for which the sub-Bids are so retained and used; and provided, further, that the Awarding Authority shall obtain the consent of each sub-Bidder included in any award of a general Contract made pursuant to the second opening of general Bids if such award is not made within ninety days, Saturdays, Sundays and legal holidays excluded, after the opening of such sub-Bids.

SECTION 10 - EXECUTION OF CONTRACTS

10.1 If a selected filed sub-Bidder fails, within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a Subcontract by the general Bidder to which the Contract was awarded, to perform its agreement to execute a Subcontract in the form provided by the Awarding Authority with such general Bidder contingent upon the execution of the general Contract, and, if requested to do so by such general Bidder in the general Bid, to furnish a performance and a payment bond as stated in its filed sub-Bid, such general Bidder and the Awarding Authority shall select from the other filed sub-Bids duly filed with the Awarding Authority for such sub-trade and not rejected the lowest responsible and eligible filed sub-Bidder at the amount named in its filed sub-Bid as so filed against whose standing and ability the general Contractor makes no objection, and the Contract price shall be adjusted by the difference between the amount of such filed sub-bid and the amount of the sub-bid of the delinquent filed sub-Bidder.

10.2 Upon receipt of the Award, the general Bidder awarded the Contract shall submit three (3) properly executed original of each of the following documents prior to execution of the Contract by the Awarding Authority. All such documents shall be in the form prescribed by the Awarding Authority. Note: The successful general Bidder must submit its Schedule For Participation of
Minority/Women Business Enterprises and Letters of Intent as set forth in Section 8.4 above prior to Award of the Contract.
-Owner-Contractor Agreement
-Certificate of Corporate Vote
-Joint Venture Authorization (if appropriate)
-Performance and Payment Bonds with power of attorney attached
-Certificates of Insurance evidencing coverage in amounts required by the Contract Documents

-Written representation by the General Contractor to the effect that it has presented subcontracts to all selected filed sub-Bidders and a statement as to whether or not each such selected filed sub-Bidder has executed its subcontract such that the Awarding Authority may release the Bid deposit with respect to the same. Misrepresentation of the foregoing shall render the general Contractor liable to the Awarding Authority for the sum of any Bid deposit released by the Awarding Authority with respect to a filed sub-Bidder that fails to execute its subcontract.

-Any other documents that the Awarding Authority may reasonably require in connection with the Contractor's execution of the Contract.

10.3 Please note that no part of the General Contractor's work may be subcontracted without the prior written approval of the Awarding Authority. If the General Contractor desires to subcontract any part of the Work, other than work covered by Item 2, filed sub-Bidders, the General Contractor must promptly forward to the Awarding Authority a list in triplicate designating the work to be performed and the name of each proposed subcontractor for approval by the Awarding Authority. Approved subcontractors are eligible for direct payments under M.G.L. 30, § 39F, as amended. Material suppliers not involving site labor need not be submitted for approval.

SECTION 11 - RETURN OF BID DEPOSITS

11.1 All Bid deposits of general Bidders, except those of the three (3) lowest responsible and eligible general Bidders, shall be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the general Bids. The Bid deposits of the three (3) lowest responsible and eligible general Bidders shall be returned upon the execution and delivery of the General Contractor, if no award is made, upon the expiration of the time prescribed in M.G.L. c. 149, § 44A for making an award; except that, if any general Bidder fails to perform its agreement to execute the Contract and furnish Performance and Payment Bonds as stated in its Bid, then said general Bidder’s Bid deposit shall become the property of the Commonwealth as liquidated damages; provided that the amount of the Bid deposit that
becomes the property of the Commonwealth shall not exceed the difference between the Contractor's Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in the case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the general Bidder, such general Bidder's Bid deposit shall be returned.

11.2 All Bid deposits of sub-Bidders, except (i) those of the sub-Bidders named in the general Bids of the three (3) lowest responsible and eligible general Bidders and (ii) those of the three (3) lowest responsible and eligible sub-Bidders for each sub-trade, shall be returned within five (5) days, Saturdays, Sundays and legal holidays excluded, after the opening of the general Bids. The Bid deposits of sub-Bidders not returned pursuant to the provisions of the preceding sentence shall be returned within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the execution of the General Contract; except that, if a selected sub-Bidder fails to perform its agreement to execute a sub-contract with the general Bidder selected as the general Contractor, contingent upon the execution of the General Contract, and, if requested to do so in the general Bid by such general Bidder, to furnish a Performance and Payment Bonds as stated in its sub-Bid in accordance with M.G.L. c. 149, § 44F(2), the Bid deposit of such sub-Bidder shall become the property of the Commonwealth as liquidated damages, provided that the amount of the Bid deposit that shall become the property of the Commonwealth shall not exceed the difference between its sub-Bid price and the sub-Bid price of the next lowest responsible and eligible sub-Bidder.

11.3 In addition to the provisions for the return of Bid deposits as provided above, upon receipt of a Bid Bond in an amount not less than the amount of the required Bid deposit, the Awarding Authority shall return any Bid deposit of a Bidder forthwith after the public opening of Bids.
ATTACHMENT A

PREVAILING WAGE SCHEDULE

The minimum wage rates provided in the following pages have been provided by the Division of Occupational Safety of the Massachusetts Department of Labor and Workforce Development. The Awarding Authority is not responsible for errors or omissions in such wage rates.

M.G.L. c. 149, §§ 26 and 27 provide as follows:

". . . Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

. . . The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans as provided in said section twenty-six, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payments to a health and welfare plan, a pension plan and a supplementary unemployment benefit plan, where such payments are included in said rates of wages, shall pay the amount of said payments directly to each employee engaged in said construction "

23
ATTACHMENT B:

Forms Used During Bidding

Sample Certificate of Eligibility - Prime Bidder
Sample Certificate of Eligibility - Sub-Bidder
Update Statement – Prime Bidder
Update Statement - Sub-Bidder
Blanket Deposit Bond
Form of General Bid
Form of Sub-Bid
Certificate of Eligibility

Contractor: CONTRACTOR #05 6666
CONTRACTOR ADDRESS
CONTRACTOR CITY MA 0000

In accordance with M.G.L. Chapter 149, Section 44D and 810 CMR 4.00, you are hereby certified to file bids under Chapter 149, Section 44A in the following categories:

**Exterior Siding**
**General Building Construction**
**Painting**

Your Single Project Limit is: **$2,500,000**
Your Aggregate Work Limit is: **$5,000,000**
This certificate is valid from **10/15/2005** to **10/15/2006**

---

George M. Matthews, Deputy General Counsel
for David B. Perini, Commissioner

Official DCAM Amendments  Date  Authorization

Extension to:  
Name:  
SPL:  
GBC SPL:  
AWL:  
Category:  
Address:  

Sub-Bidder Certificate of Eligibility

#05 6666

Contractor: CONTRACTOR

CONTRACTOR ADDRESS

CONTRACTOR CITY MA 00000

In accordance with M.G.L. Chapter 149, Section 44D and 810 CMR.4.00, you are hereby certified to file sub-bids under Chapter 149, Section 44A in the following categories:

Metal Windows

Glass & Glazing

The average numerical value on projects evaluated by: 89
Number of prior construction projects evaluated by DCAM on this: 15
Number of projects given numerical values below a passing score: 1

This certificate is valid 10/16/200 to 10/16/2006

-----------------------------------------------
George M. Matthews, Deputy General Counsel Date
for David B. Perini, Commissioner

Official DCAM Amendments Date Authorization

Extension to: ____________________________
Name: ____________________________
Category: ____________________________
Address: ____________________________
SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS’ UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

Effective March 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management
PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES
A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE STATEMENT MUST BE
SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A CONTRACT PURSUANT TO M.G.L.
c.149, §44A AND M.G.L. c. 149A. ANY PRIME/GENERAL BID SUBMITTED WITHOUT AN
APPROPRIATE UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.
Caution: This form is to be used for submitting Prime/General Contract bids. It is not to
be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES
If the Awarding Authority determines that the bidder does not demonstrably possess the skill, ability,
and integrity necessary to perform the work on the project, it must reject the bid.

BIDDER’S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder
named below to sign and submit this Prime/General Contractor Update Statement on behalf
of the bidder named below, that I have read this Prime/General Contractor Update
Statement, and that all of the information provided by the bidder in this Prime/General
Contractor Update Statement is true, accurate, and complete as of the bid date.

[Enter Bid Date Here] [Enter Name of Prime/General Contractor Here]
Bid Date Name of Prime/General Contractor

[Enter Project Number Here] [Enter Business Address Here]
Project Number (or Business Address
name if no number)

[Enter Name of Awarding Authority Here] [Enter Your Telephone Number Here]
Awarding Authority Telephone Number

SIGNATURE

Bidder’s Authorized Representative

Division of Capital Asset Management
(Editied by UMass Amherst 1/19/2011)
• This form must be completed and submitted by all Prime/General contractors bidding on projects pursuant to M.G.L. c. 149, §44A and M.G.L. c. 149A.
• You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
• Information is to cover the period from the date your most recent annual Certificate of Eligibility was issued (not extended) to the date of the bid.
• You must use this official form of Update Statement. Copies of this form may be obtained from the awarding authority and from the Asset Management Web Site: www.mass.gov/cam
• If additional space is needed, please copy the appropriate page of this Update Statement and attach it as an additional sheet.
• See the section entitled “Bidding Limits” in the Instructions to Awarding Authorities for important information concerning your bidding limits.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Bidder Qualifications
• It is the awarding authority’s responsibility to determine who is the lowest eligible and responsible bidder. You must consider all of the information in the low bidder’s Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management at the time of certification.
• The bidder’s performance on the projects listed in Parts 1 and 2 must be part of your review. Contact the project references.
• AWARDING AUTHORITIES ARE STRONGLY ENCOURAGED TO REVIEW THE LOW BIDDER’S ENTIRE CERTIFICATION FILE AT THE DIVISION OF CAPITAL ASSET MANAGEMENT. Telephone (617) 727-9320 for an appointment.

Bidding Limits

Single Project Limit: The total amount of the bid, including all alternates, may not exceed the bidder’s Single Project Limit.

Aggregate Work Limit: The annual value of the work to be performed on the contract for which the bid is submitted, when added to the annual cost to complete the bidder’s other currently held contracts, may not exceed the bidder’s Aggregate Work Limit. Use the following procedure to determine whether the low bidder is within its Aggregate Work Limit:

Step 1 Review Update Statement Question #2 to make sure that all requested information is provided and that the bidder has accurately calculated and totaled the annualized value of all incomplete work on its currently held contracts (column 9).

Step 2 Determine the annual dollar value of the work to be performed on your project. This is done as follows:

(i) If the project is to be completed in less than 12 months, the annual dollar value of the work is equal to the full amount of the bid.

(ii) If the project will take more than 12 months to complete, calculate the number of years given to complete the project by dividing the total number of months in the project schedule by 12 (calculate to 3 decimal places), then divide the amount of the bid by the calculated number of years to find the annual dollar value of the work.

Step 3 Add the annualized value of all of the bidder’s incomplete contract work (the total of column 9 on page 5) to the annual dollar value of the work to be performed on your project. The total may not exceed the bidder’s Aggregate Work Limit.

Correction of Errors and Omissions in Update Statements

Matters of Form: An awarding authority shall not reject a contractor’s bid because there are mistakes or omissions of form in the Update Statement submitted with the bid, provided the contractor promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.05(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a contractor notice of defects, other than mistakes or omissions of form, in the contractor’s Update Statement, and an opportunity to correct such defects, provided the correction of such defects is not prejudicial to fair competition. An awarding authority may reject a corrected Update Statement if it contains unfavorable information about the contractor that was omitted from the Update Statement filed with the contractor’s bid. [810 CMR 8.05(2)].
PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE BUILDING PROJECTS YOUR FIRM HAS COMPLETED SINCE THE DATE YOUR CURRENT CERTIFICATE OF ELIGIBILITY WAS ISSUED (NOT EXTENDED). *

<table>
<thead>
<tr>
<th>PROJECT TITLE &amp; LOCATION</th>
<th>WORK CATEGORY</th>
<th>CONTRACT PRICE</th>
<th>START DATE</th>
<th>DATE COMPLETED</th>
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<tr>
<td>[Enter Project Title &amp; Location Here]</td>
<td>[Enter Work Category]</td>
<td>[Enter Contract Price]</td>
<td>[Enter Start Date]</td>
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<td>[Enter Work Category]</td>
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Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Update Statement.
PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
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Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  

☑️ YES ☐ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  

☐ YES ☑ NO

If you have answered YES to either question, explain: _____
PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE BUILDING AND NON-BUILDING CONSTRUCTION PROJECTS YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

<table>
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<th>1</th>
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<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
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<tbody>
<tr>
<td>PROJECT TITLE &amp; LOCATION</td>
<td>WORK CATEGORY</td>
<td>START AND END DATES</td>
<td>ON SCHEDULE (yes / no)</td>
<td>CONTRACT PRICE</td>
<td>% NOT COMPLETE</td>
<td>$ VALUE OF WORK NOT COMPLETE (col. 5 x col. 6)</td>
<td>NO. OF YEARS REMAINING (see note below)</td>
<td>ANNUALIZED VALUE OF INCOMPLETE WORK (col. 7 + col. 8) (divided by)</td>
</tr>
</tbody>
</table>

ANNUALIZED VALUE OF ALL INCOMPLETE CONTRACT WORK (Total of Column 9) $____

Column 8 • If less than one year is left in the project schedule, write 1.

• If more than 12 months are left in the project schedule, divide the number of months left in the project schedule by 12 (calculate to three decimal places).
PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH INCOMPLETE PROJECT LISTED ON THE PREVIOUS PAGE.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
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</tbody>
</table>
Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  □ YES □ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  □ YES □ NO

If you have answered YES to either question, explain: _____
### PART 3 - PROJECT PERFORMANCE

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information is to cover the period from the date your most recent annual Certificate of Eligibility was issued (not extended) to the date of the bid. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.]. IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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</thead>
<tbody>
<tr>
<td>1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>3. Has your firm failed or refused to complete any punch list work under any contract?</td>
<td>☐</td>
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<tr>
<td>4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5. Has your surety taken over or been asked to complete any of your work under any contract?</td>
<td>☐</td>
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</tr>
<tr>
<td>6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?</td>
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<tr>
<td>7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?</td>
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<tr>
<td>8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?</td>
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</tr>
<tr>
<td>9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?</td>
<td>☐</td>
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<tr>
<td>10. Have there been any deaths of an employee or others occurring in connection with any of your projects?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?</td>
<td>☐</td>
<td>☐</td>
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</tbody>
</table>
PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information is to cover all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) from the date your most recent annual Certificate of Eligibility was issued (not extended) to the date of the bid.

The term “administrative proceeding” as used in this Prime/General Contractor Update Statement includes (i) any action taken or proceeding brought by a governmental agency, department or officer to enforce any law, regulation, code, legal, or contractual requirement, except for those brought in state or federal courts, or (ii) any action taken by a governmental agency, department or officer imposing penalties, fines or other sanctions for failure to comply with any such legal or contractual requirement.

The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.). IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?</td>
<td>☐</td>
<td>☐</td>
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</table>
### PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

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<tbody>
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<td>5.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?</td>
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<tr>
<td>6.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?</td>
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<tr>
<td>7.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?</td>
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<tr>
<td>8.</td>
<td>Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?</td>
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<tr>
<td>9.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?</td>
</tr>
<tr>
<td>10.</td>
<td>Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a></td>
</tr>
<tr>
<td>11.</td>
<td>Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?</td>
</tr>
<tr>
<td>12.</td>
<td>Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?</td>
</tr>
<tr>
<td>13.</td>
<td>Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?</td>
</tr>
</tbody>
</table>
**PART 5 - SUPERVISORY PERSONNEL**

List all supervisory personnel, such as project managers and superintendents, who will be assigned to the project if your firm is awarded the contract. **Attach the resume of each person listed below.**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE OR FUNCTION</th>
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**PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION**

Have there been any changes in your firm’s business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued? [ ] Yes  [ ] No

If YES, attach a separate page providing complete details.

**PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT.**

Attach here a copy of the list of completed construction projects which was submitted with your firm’s DCAM application for your most recently issued (not extended or amended) DCAM Certificate of Eligibility. The Attachment must include a complete copy of the entire Section G – “Completed Projects” and the final page – “Certification” (Section J) containing the signature and date that the Completed Projects list (Section G) was submitted to the Division of Capital Asset Management.
SPECIAL NOTICE TO AWARDING AUTHORITY

SUB-BIDDERS’ UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)

Effective March 30, 2010
Commonwealth of Massachusetts
Division of Capital Asset Management

SUB-BIDDER
UPDATE STATEMENT

TO ALL SUB-BIDDERS, TRADE CONTRACTORS AND AWARDING AUTHORITIES

A COMPLETED AND SIGNED SUB-BIDDER UPDATE STATEMENT MUST BE SUBMITTED WITH EVERY FILED SUB-BID PURSUANT TO M.G.L. c.149, §44F AND EVERY TRADE SUB-BID PURSUANT TO M.G.L. c. 149A. ANY FILED SUB-BID OR TRADE SUB-BID SUBMITTED WITHOUT AN APPROPRIATE SUB-BIDDER UPDATE STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Filed Sub-Bids and Trade Sub-Bids. It is NOT to be used for submitting Prime/General Contract bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the sub-bidder is not competent to perform the work as specified on the project, it should reject the bid.

SUB-BIDDER’S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder named below to sign and submit this Sub-bidder Update Statement on behalf of the bidder named below, that I have read this Sub-bidder Update Statement, and that all of the information provided by the bidder in this Sub-bidder Update Statement is true, accurate, and complete as of the bid date.

[Enter Bid Date Here] [Enter Name of Sub-bidder or Contractor] 
Bid Date Print Name of Sub-bidder or Trade Contractor

[Project Number] [Enter Business Address] 
Project Number (or name if no number) Business Address

[Awarding Authority] [Contractor’s Telephone Number] 
Awarding Authority Telephone Number

SIGNATURE ➜

Bidder’s Authorized Representative

Division of Capital Asset Management

{Edited by UMass Amherst 1/19/2011}
INSTRUCTIONS TO SUB-BIDDERS

• This form must be completed and submitted by all Filed Sub-Bidders bidding on projects pursuant to M.G.L. c. 149, §44F and Trade Contractors bidding on projects pursuant to M.G.L. c. 149A.
• You must give complete and accurate answers to all questions and provide all of the information requested. MAKING A MATERIALLY FALSE STATEMENT IN THIS SUB-BIDDER UPDATE STATEMENT IS GROUNDS FOR REJECTING YOUR BID AND FOR DEBARRING YOU FROM ALL PUBLIC CONTRACTING.
• Information is to cover the period from the date your most recent annual Sub-bidder Certificate of Eligibility was issued (not extended) to the date of the bid.
• You must use this official form of Sub-bidder Update Statement. Copies of this form may be obtained from the awarding authority and from the DCAM Web Site: www.mass.gov/cam
• If additional space is needed, please copy the appropriate page of this Sub-bidder Update Statement and attach it as an additional sheet.

INSTRUCTIONS TO AWARDING AUTHORITIES

Determination of Sub-Bidder Qualifications

It is the awarding authority’s responsibility to determine each responsible bidder. You must consider all of the information in the bidder’s Sub-bidder Update Statement in making this determination. Remember: this information was not available to the Division of Capital Asset Management at the time of certification.

Correction of Errors and Omissions in Sub-bidder Update Statements

Matters of Form: An awarding authority shall not reject a sub-bidder’s bid because there are mistakes or omissions of form in the Sub-bidder Update Statement submitted with the bid pursuant to M.G.L. c.149, §44D, provided the sub-bidder promptly corrects those mistakes or omissions upon request of the awarding authority. [810 CMR 8.13(1)].

Correction of Other Defects: An awarding authority may, in its discretion, give a sub-bidder notice of minor defects and omissions as to form in the Sub-bidder’s Update Statement and provide an opportunity to correct its Sub-bidder Update Statement. However, the sub-bidder shall not be allowed to make corrections to a Sub-bidder Update Statement if material information about the sub-bidder was omitted from the Sub-bidder Update Statement filed with the sub-bidder’s bid. The Awarding Authority shall advise DCAM of any material omissions in a Sub-bidder’s Update Statement. [810 CMR 8.13(2)].
PART 1 - COMPLETED PROJECTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF $20,000 OR MORE THAT YOUR FIRM HAS COMPLETED SINCE THE DATE YOUR CURRENT SUB-BIDDER CERTIFICATE OF ELIGIBILITY WAS ISSUED (NOT EXTENDED). *

<table>
<thead>
<tr>
<th>PROJECT TITLE &amp; LOCATION</th>
<th>WORK CATEGORY</th>
<th>CONTRACT PRICE</th>
<th>START DATE</th>
<th>DATE COMPLETED</th>
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Attach additional sheets if necessary

* If your firm has been terminated from a project prior to completion of the work or has failed or refused to complete its work under any contract, full details and an explanation must be provided. See Part 3 of this Sub-bidder Update Statement.
 PROVIDE THE FOLLOWING REFERENCE INFORMATION FOR EACH COMPLETED PROJECT LISTED ON THE PREVIOUS PAGE.

<table>
<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE</th>
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<tr>
<td>OWNER:</td>
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<td>DESIGNER:</td>
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Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above, either through a business or family relationship?  □ YES  □ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  □ YES  □ NO  If you have answered YES to either question, explain: ______

Division of Capital Asset Management
Sub-bidder Update Statement Effective March 30, 2010
PART 2 - CURRENTLY HELD CONTRACTS

LIST ALL PUBLIC AND PRIVATE PROJECTS OF $20,000 OR MORE THAT YOUR FIRM HAS UNDER CONTRACT ON THIS DATE REGARDLESS OF WHEN OR WHETHER THE WORK COMMENCED.

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<tr>
<td>PROJECT TITLE &amp; LOCATION</td>
<td>WORK CATEGORY</td>
<td>START AND END DATES</td>
<td>ON SCHEDULE (yes / no)</td>
<td>CONTRACT PRICE</td>
<td>% NOT COMPLETE</td>
<td>$ VALUE OF WORK NOT COMPLETE (col. 5 x. col. 6)</td>
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</table>
Provide the following reference information for each incomplete project listed on the previous page.

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<thead>
<tr>
<th>PROJECT TITLE</th>
<th>COMPANY NAME</th>
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Is your company or any individual who owns, manages or controls your company affiliated with any owner, designer or general contractor named above either through a business or family relationship?  □ YES  □ NO

Are any of the contact persons named above affiliated with your company or any individual who owns, manages or control your company, either through a business or family relationship?  □ YES  □ NO

If you have answered YES to either question, explain: ______

Division of Capital Asset Management
Sub-bidder Update Statement Effective March 30, 2010
Page 6 of 10
**PART 3 - PROJECT PERFORMANCE**

For Parts 3 and 4, if you answer YES to any question, please provide on a separate page a complete explanation. Information is to cover the period from the date your most recent annual Sub-Bidder Certificate of Eligibility was issued (not extended) to the date of the bid. Include all details [project name(s) and location(s), names of all parties involved, relevant dates, etc.]. IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
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<tbody>
<tr>
<td>1. Has your firm been terminated on any contract prior to completing a project or has any officer, partner or principal of your firm been an officer, partner or principal of another firm that was terminated or failed to complete a project?</td>
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<tr>
<td>2. Has your firm failed or refused either to perform or complete any of its work under any contract prior to substantial completion?</td>
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<tr>
<td>3. Has your firm failed or refused to complete any punch list work under any contract?</td>
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<tr>
<td>4. Has your firm filed for bankruptcy, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that filed for bankruptcy?</td>
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<tr>
<td>5. Has your surety taken over or been asked to complete any of your work under any contract?</td>
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<tr>
<td>6. Has a payment or performance bond been invoked against your current firm, or has any officer, principal or individual with a financial interest in your current firm been an officer, principal or individual with a financial interest in another firm that had a payment or performance bond invoked?</td>
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<tr>
<td>7. Has your surety made payment to a materials supplier or other party under your payment bond on any contract?</td>
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<tr>
<td>8. Has any subcontractor filed a demand for direct payment with an awarding authority for a public project on any of your contracts?</td>
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<tr>
<td>9. Have any of your subcontractors or suppliers filed litigation to enforce a mechanic’s lien against property in connection with work performed or materials supplied under any of your contracts?</td>
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<td>10. Have there been any deaths of an employee or others occurring in connection with any of your projects?</td>
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<tr>
<td>11. Has any employee or other person suffered an injury in connection with any of your projects resulting in their inability to return to work for a period in excess of one year?</td>
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PART 4 - Legal or Administrative Proceedings; Compliance with Laws

Please answer the following questions. Information is to cover all judicial and administrative proceedings involving bidder’s firm, which were instituted or concluded (adversely or otherwise) from the date your most recent annual Sub-Bidder Certificate of Eligibility was issued (not extended) to the date of the bid.

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The term “anyone with a financial interest in your firm” as used in this Section “I”, shall mean any person and/or entity with a 5% or greater ownership interest in the applicant’s firm.

If you answer YES to any question, on a separate page provide a complete explanation of each proceeding or action and any judgment, decision, fine or other sanction or result. Include all details (name of court or administrative agency, title of case or proceeding, case number, date action was commenced, date judgment or decision was entered, fines or penalties imposed, etc.). IF YOU HAVE ANY DOUBT AS TO WHETHER TO ANSWER “YES” IT IS BETTER TO BE OVER INCLUSIVE AND TO PROVIDE A DETAILED EXPLANATION.

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<th>NO</th>
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<td>1. Have any civil, judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract, including but not limited to actions to obtain payment brought by subcontractors, suppliers or others?</td>
<td>☐</td>
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<tr>
<td>2. Have any criminal proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to the procurement or performance of any construction contract including, but not limited to, any of the following offenses: fraud, graft, embezzlement, forgery, bribery, falsification or destruction of records, or receipt of stolen property?</td>
<td>☐</td>
<td>☐</td>
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<tr>
<td>3. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state’s or federal procurement laws arising out of the submission of bids or proposals?</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4. Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of M.G.L. Chapter 268A, the State Ethics Law?</td>
<td>☐</td>
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### PART 4 - Legal or Administrative Proceedings; Compliance with Laws (continued)

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<tr>
<td>5.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law regulating hours of labor, unemployment compensation, minimum wages, prevailing wages, overtime pay, equal pay, child labor or worker’s compensation?</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of any state or federal law prohibiting discrimination in employment?</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a claim of repeated or aggravated violation of any state or federal law regulating labor relations?</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have any proceedings by a municipal, state, or federal agency been brought, concluded, or settled relating to decertification, debarment, or suspension of your firm or any principal or officer or anyone with a financial interest in your firm from public contracting?</td>
<td>YES</td>
<td>NO</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Have any judicial or administrative proceedings involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled relating to a violation of state or federal law regulating the environment?</td>
<td>YES</td>
<td>NO</td>
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<td>10.</td>
<td>Has your firm been fined by OSHA or any other state or federal agency for violations of any laws or regulations related to occupational health or safety? Note: this information may be obtained from OSHA’s Web Site at <a href="http://www.osha.gov">www.osha.gov</a></td>
<td>YES</td>
<td>NO</td>
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<td>11.</td>
<td>Has your firm been sanctioned for failure to achieve DBE/MBE/WBE goals, workforce goals, or failure to file certified payrolls on any public projects?</td>
<td>YES</td>
<td>NO</td>
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<td>12.</td>
<td>Other than previously reported in the above paragraphs of this Section I, have any administrative proceedings or investigations involving your firm or a principal or officer or anyone with a financial interest in your firm been brought, concluded, or settled by any local, state or federal agency relating to the procurement or performance of any construction contract?</td>
<td>YES</td>
<td>NO</td>
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<td>13.</td>
<td>Are there any other issues that you are aware which may affect your firm’s responsibility and integrity as a building contractor?</td>
<td>YES</td>
<td>NO</td>
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PART 5 - SUPERVISORY PERSONNEL
List all supervisory personnel who will be assigned to the project if your firm is awarded the contract.
Attach the resume of each person listed below.

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<th>TITLE OR FUNCTION</th>
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PART 6 - CHANGES IN BUSINESS ORGANIZATION OR FINANCIAL CONDITION
Have there been any changes in your firm's business organization, financial condition or bonding capacity since the date your current Certificate of Eligibility was issued?  □ Yes  □ No
If YES, attach a separate page providing complete details.

PART 7 – LIST OF COMPLETED CONSTRUCTION PROJECTS SUBMITTED TO THE DIVISION OF CAPITAL ASSET MANAGEMENT ALONG WITH CERTIFICATION PAGE.

Attach here a copy of the list of completed construction projects which was submitted with your firm’s Application for your most recently issued (not extended or amended) Sub-Bidder Certificate of Eligibility. The Attachment must include a complete copy of the entire Section F – “Completed Projects” (Section G – “Completed Projects” for firms certified based upon their Prime/General Application), and the final page – “Certification Page”, (Section I in the Sub-bidder Application or Section J in Prime/General Application) containing the signature and date that the Completed Projects list (Section F or G) was submitted to the Division of Capital Asset Management.

Division of Capital Asset Management
Sub-bidder Update Statement Effective March 30, 2010

Page 10 of 10

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UNIVERSITY OF MASSACHUSETTS AMHERST

FORM FOR GENERAL BID

M.G.L. c. 149, s. 44E as amended

The following must be attached to or inserted into this Bid:

1. Current Bidder’s Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance showing the Bidder is certified in the category of work specified in the advertisement and the bid documents for this project.

2. Completed current Contractor Update Statement (Form CQ3). NOTE: All information and the documents called for in the update statement must be supplied. All information provided must be complete and accurate. A defect or omission in the Update Statement may result in the rejection of the Bid. Part 5 MUST list the NAMES of all supervisory personnel for this project.

3. Bid deposit meeting the requirements of Section 5.13 and 5.14 of the Instructions to Bidders.
To the Awarding Authority

A. The undersigned proposes to furnish all labor, tools, equipment, and vehicles required for MASS. STATE PROJECT NO. UMAPP17-022 CAMPUS - PLUMBING TRADE LABOR in accordance with the accompanying plans and specifications prepared by the PHYSICAL PLANT DIVISION at the Contract Price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda numbered __________ (be sure to fill in).

C. The proposed Total Contract Price, as referenced in the TECHNICAL SPECIFICATIONS, PART 4, of this document, is:

(Total Contract Price in words, include decimal point to 2 places)

(Total Contract Price rate in figures, include decimal point to 2 places)

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

Item 1. The work of the general contractor, being all work other than that covered by Item 2:

$______________ dollars ($___________)

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor or to be employed on the work; that all employees to be employed at the work site will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

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

Date: __________________________
Name of General Bidder: __________________________
By: __________________________ (Name and Title of Person Signing Bid)
Business Address: __________________________
Telephone: __________________________
Signed By: __________________________
THE UNIVERSITY RESERVES THE RIGHT TO AWARD A CONTRACT TO MORE THAN ONE BIDDER IF DEEMED IN THE BEST OF THE UNIVERSITY.

HOURLY LABOR RATE CATEGORIES:

The Bidder shall enter, in the appropriate spaces provided below, the respective normal and off-shift work days and hours for all trade labor categories covered under this document.

The respective work days and hours are:

Normal: __________________________________________________________

Off-Shift: __________________________________________________________

PLUMBING TRADE SERVICES HOURLY LABOR RATES

A. In accordance with the TECHNICAL SPECIFICATIONS, PART 4, Section 4.01 BASIS OF PAYMENT, under Subsection 4.01-1 GENERAL, paragraph K, each Bidder shall enter, in the appropriate spaces provided below, hourly labor rates for said services.

B. The Contractor will be reimbursed for Plumbing trade services performed, on a PER CALL AS NEEDED hourly labor rate basis, as directed by the University, in accordance with the respective hourly labor rates entered in the appropriate spaces provided below.

C. Each Plumbing TRADE SERVICES HOURLY LABOR RATE entered below, will be full compensation for the cost of labor at the prevailing wage rate, fringe benefits, profit, overhead, bonds, insurance, travel expenses, tools, and vehicles, and must be an accurate representation of actual charges.

D. The hourly labor rates for additional Plumbing trade services performed during normal (Monday through Friday) work hours is:

   Journeyman $__________  Apprentice $__________

E. The hourly labor rates for additional Plumbing trade services performed during off-shift (Monday through Friday) work hours is:

   Journeyman $__________  Apprentice $__________

F. The hourly labor rates for additional Plumbing trade services performed during Saturday work hours is:

   Journeyman $__________  Apprentice $__________

G. The hourly labor rates for additional Plumbing trade services performed during Sunday work hours is:

   Journeyman $__________  Apprentice $__________

H. The hourly labor rates for additional Plumbing trade services performed during Holiday work hours is:

   Journeyman $__________  Apprentice $__________
PLUMBING TRADE SUBCONTRACTORS

In accordance with the TECHNICAL SPECIFICATIONS, PART 3 EXECUTION, Section 3.07 CONTRACT MATERIALS, Paragraph C, page TS-10, of this document, the Bidder guarantees that the percentage of markup above the quoted subcontractor’s estimated cost for such work is _____% and will remain in effect throughout each contract period.

PLUMBING TRADE SERVICES MINIMUM CHARGE

In accordance with the TECHNICAL SPECIFICATIONS, PART 4, Section 4.01, under Paragraph G, of Subsection 4.01, PLUMBING TRADE SERVICES REQUIREMENTS, of this document, the University guarantees a minimum compensation of four (4) hours, at the appropriate hourly labor rate, for each additional PLUMBING trade services service call.

RENEWAL OPTION

The Bidder guarantees that any increase in the Contract Hourly Rates for each optional, additional one year contract period, as referenced in TECHNICAL SPECIFICATIONS, Section 1.06, CONTRACT PERIOD, will not exceed the lower of the percentage rate of increase in the National Consumer Price Index for Urban Consumers (CPI-U), under the expenditure category for all items, over the previous twelve month period, or _____%.

Failure to enter a percentage rate of increase figure under this section, for an increase in the Contract Hourly Rates for the renewal years, will be interpreted as a zero percent (0%) figure and the Successful Bidder will be held to the Contract Hourly Rates entered for the initial contract period, with no increase, for the renewal periods.

BIDDER QUALIFICATION STATEMENT

The Bidder shall submit, with the bid, all documentation required under section 4, CONTRACTOR QUALIFICATIONS, in SPECIAL REQUIREMENTS section, of this document.

The Bidder shall enter, in the appropriate spaces provided below, all requested information as documentation of their qualifications and ability to perform the services described in this document. Extra sheets and attachments may be used as necessary to provide complete information.

Business Name: __________________________________________

Business Address: _________________________________________

Business Telephone: ________________________________

No. Years in Business: _____________

No. Years of Experience: ______________
REFERENCES

The Bidder shall list below at least three (3) references for whom the Bidder has performed similar services to those specified in this document during the past year.

Reference #1: ____________________________________________
Address: ____________________________________________
Contact Person: __________________________ Phone Number: __________________________
Work Performed: ____________________________________________
________________________________________

Dates of Service: ____________________________________________

Reference #2: ____________________________________________
Address: ____________________________________________
Contact Person: __________________________ Phone Number: __________________________
Work Performed: ____________________________________________
________________________________________

Dates of Service: ____________________________________________

Reference #3: ____________________________________________
Address: ____________________________________________
Contact Person: __________________________ Phone Number: __________________________
Work Performed: ____________________________________________
________________________________________

Dates of Service: ____________________________________________
PERSONNEL QUALIFICATIONS

The Bidder shall list below or attach a list of names and qualifications of all personnel currently employed by the Bidder, which the Bidder intends to use in the performance of the work specified in this document. The required information shall include the employee's name, trade labor classification, qualifications, length of relevant experience, training, and certifications.

Name of Bidder:
BID COMPUTATION WORK-SHEET

NORMAL MONDAY-FRIDAY LABOR:
For the purpose of evaluating bids, the University has estimated that this contract will include two thousand hours Regular Labor, conducted in regular (normal business) hours. The bidder shall enter below the Plumbing hourly rate for normal (Monday-Friday) hours and extend that price by multiplying it by the University’s estimate of hours.

(For example: 2000 hours x __$60.00__dollars per hour = __$120,000.00__)

Normal LABOR BID PRICE:

2000 hours x $ ______________ dollars per hour = $ _____________________

OFF SHIFT MONDAY-FRIDAY LABOR:
For the purpose of evaluating bids, the University has estimated that this contract will include one thousand off shift labor hours conducted Monday through Friday. The bidder shall enter below the Plumbing hourly rate for off shift (Monday-Friday) hours and extend that price by multiplying it by the University’s estimate of hours. Generally, the University will attempt to schedule work during regular (normal business) hours.

(For example: 1000 hours x __$80.00__dollars per hour = __$80,000.00__ )

Off Shift LABOR PRICE:

1000 hours x $ ______________ dollars per hour = $ ______________

SATURDAY LABOR PRICE
For the purpose of evaluating bids, the University has estimated that this contract will include One hundred Saturday labor hours. The bidder shall enter below the Plumbing hourly rate for Saturday hours and extend that price by multiplying it by the University’s estimate of hours. Generally, the University will attempt to schedule work during regular (normal business) hours.

(For example: 100 hours x __$80.00__dollars per hour = __$8,000.00__ )

Saturday LABOR PRICE:

100 hours x $ ______________ dollars per hour = $ ______________
SUNDAY LABOR PRICE
For the purpose of evaluating bids, the University has estimated that this contract will include Fifty Sunday labor hours. The bidder shall enter below the Plumbing hourly rate for Sunday hours and extend that price by multiplying it by the University’s estimate of hours. Generally, the University will attempt to schedule work during regular (normal business) hours.

(For example: 50 hours x __$80.00__ dollars per hour = __$4,000.00__ )

Sunday LABOR PRICE:
50 hours x $ ______________ dollars per hour = $ ______________

HOLIDAY LABOR PRICE
For the purpose of evaluating bids, the University has estimated that this contract will include Twenty Holiday labor hours. The bidder shall enter below the Plumbing hourly rate for Holiday hours and extend that price by multiplying it by the University’s estimate of hours. Generally, the University will attempt to schedule work during regular (normal business) hours.

(For example: 20 hours x __$80.00__ dollars per hour = __$1,600.00__ )

Holiday LABOR PRICE:
100 hours x $ ______________ dollars per hour = $ ______________

PLUMBING PARTS:
For the purpose of evaluating bids, the University has estimated that this contract will include plumbing materials/parts equal to One hundred thousand dollars, based on the pricing described as included in the attachment to the Technical Specifications. The bidder shall enter below their bid mark up to be applied to the estimate of one hundred thousand dollars. Extend that mark up by multiplying it by the University’s estimate of dollars.

(For example: $100,000 quoted wholesale parts with ___30___ % Mark Up = $__30,000.00__ )

PLUMBING PARTS BID PRICE:
$100,000 from the Quote _____ % Discount / Markup = $ ______________
PLUMBING SUBCONTRACTORS:
For the purpose of evaluating bids, the University has estimated that this contract will include Plumbing subcontractors equal to twenty-five thousand dollars, based on the pricing described as included in the attachment to the Technical Specifications. The bidder shall enter below their bid mark up to be applied to the estimate of twenty-five thousand dollars. Extend that mark up by multiplying it by the University’s estimate of dollars.

(For example: $25,000 quoted subcontractor charge with __10__ % Mark Up = $27,500.00 )

**Plumbing Subcontractor BID PRICE:**

$25,000.00 from the Quote _____ % Discount / Markup = $______________

(Note: Complete the computations on the following page as an aid to determining the Contract Price to enter on line C of page 51 of the bid form.)
SUPPLEMENT TO PAGE 51

BID COMPUTATION SUMMARY

A. Bidders may use the following spaces to compute their total contract price.

B. COMPUTATION SPACE:

NORMAL LABOR BID PRICE ................. $____________________

OFF SHIFT LABOR BID PRICE ........ $____________________

SATURDAY BID PRICE ................. $____________________

SUNDAY BID PRICE ................. $____________________

HOLIDAY BID PRICE ................. $____________________

PLUMBING PARTS BID PRICE ........ $____________________

PLUMBING SUBCONTRACTOR BID PRICE $____________________

ADD THE ABOVE FIGURES FOR THE TOTAL CONTRACT PRICE $____________________

COPY AND WRITE OUT THIS TOTAL CONTRACT PRICE ONTO LINE C ON PAGE 51 OF THE BID FORM.

Name of Bidder

__________________________________________________________
PERSONNEL QUALIFICATIONS

The Bidder shall list below or attach a list of names and qualifications of all personnel currently employed by the Bidder, which the Bidder intends to use in the performance of the work specified in this document. The required information shall include the employee's name, trade labor classification, qualifications, length of relevant experience, training, and certifications.

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

Item 1. The work of the general contractor, being all work other than that covered by Item 2.

______________________________________________________________ dollars ($_______)

(total bid in words)

**Item 2. Sub-bids as follows:**

| Section # | Subtrade | Name of Sub-Bidder | Amount | Bonds required, indicated by "Yes" or "No"
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The undersigned agrees that each of the above-named sub-bidders will be used for the work indicated at the amount stated, unless a substitution is made. The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by sub-bidders as requested herein and that all of the cost of all such premiums is included in the amount set forth in Item 1 of this bid.

The undersigned agrees that if it is selected as general contractor, it will promptly confer with the awarding authority on the question of sub-bidders; and that the awarding authority may substitute for any sub-bid listed above a sub-bid filed with the awarding authority by another sub-bidder for the sub-trade against whose standing and ability the undersigned makes no objection; and that the undersigned will use all such finally selected sub-bidders at the amounts named in their respective sub-bids and be in every way as responsible for them and their work as if they had been originally named in this general bid, the total contract price being adjusted to conform thereto.

E. The undersigned agrees that, if it is selected as general contractor, it will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a performance bond and also a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price; provided, however, that if there is more than 1 surety company, the surety companies shall be jointly and severally liable.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for
each employee; and that it will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of Chapter 149 of the General Laws.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under penalties of perjury that the undersigned is not debarred from doing public construction work under any law, rule or regulation of the federal government.

The undersigned hereby declares that the undersigned has carefully examined the Advertisement, Instructions to Bidders, Owner - Contractor Agreement, General Conditions of the Contract, Special Conditions (if any), Plans and Specifications, all other Contract Documents, and also the Site upon which the proposed work is to be performed. The undersigned further declares that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on the undersigned's own investigation and research and not in reliance upon any representation of any employee, officer or agent of the Commonwealth.
The undersigned further certifies under the penalties of perjury that:
-- this bid is in all respects bona fide, fair and made without collusion or fraud with any other person;
-- we are the only persons interested in this proposal;
-- that it is made without any connection with any other person making any bid for the same work and without directly or indirectly influencing or attempting to influence any other person to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation;
-- that no person acting for, or employed by, the Commonwealth of Massachusetts is directly or indirectly interested in this proposal, or in any contract which be made under it, or in expected profits to arise therefrom.

As used above the word "person" shall mean natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned certifies that it shall comply with the provisions of the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program set forth in Article XII of the General Conditions of the Contract.

Should the Contract Documents require submission of special data to accompany the bid, the Awarding Authority reserves the right to rule the bidder's failure to submit such data an informality and to receive said data subsequently within a reasonable time as set by the Awarding Authority.

Date _____________________, 20__. 

____________________________________
(Name of General Bidder)

By________________________________
(Print Name/Title of Person Signing Bid)

____________________________________
(Signature)

____________________________________
(Business Address)

____________________________________
(City and State)

____________________________________
(Telephone Number) __________________ Facsimile Number)
The following information is furnished by the Bidder for the information of the University of Massachusetts Amherst.

Is Bidder a corporation? ____ If so, incorporated in what state?___________________________

President________________________________________________________________________

Secretary or Clerk___________________________________________________________________

Treasurer__________________________________________________________________________

If Bidder is a foreign corporation, is it registered to do business in Massachusetts?_____

If Bidder is a foreign corporation and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the corporation is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

Is Bidder a general partnership or joint venture? ____ If so, name each partner or venturer________________________________________________________________________

Is Bidder a limited partnership? ________________________________________________

Is Bidder registered in Massachusetts? ____ If so, name each general partner ____________

____________________________________________________________________________________

If Bidder is a foreign limited partnership and is selected, Bidder is required under M.G.L. c. 30, s. 39L to obtain from the Massachusetts Secretary of State, One Ashburton Place, 17th floor, a certificate stating that the partnership is registered to do business in Massachusetts, and to furnish said certificate to the awarding authority prior to the award.

For each general partner or venturer that is a corporation, provide the following information (use additional sheets if necessary):

Name of corporation _________________________________________________________________

State of incorporation________________________________________________________________

President________________________________________________________________________

Secretary or Clerk___________________________________________________________________

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Treasurer________________________________________

Name of corporation________________________________________

State of incorporation________________________________________

President_________________________________________________

Secretary or Clerk___________________________________________

Treasurer_________________________________________________

Is Bidder an individual? ______________________________________

Residence Address____________________________________________

Name under which Bidder does business________________________________________

Business Address_______________________________________

If selected Bidder is an individual doing business under a different name then Bidder must furnish evidence of any required DBA filing.

University of Massachusetts Amherst

Facilities Planning

Physical Plant Building

360 Campus Center Way

Amherst, MA  01003-9248

Telephone:  (413) 545-1383
UNIVERSITY OF MASSACHUSETTS AMHERST
FORM FOR SUB-BID

M.G.L. c. 149, s. 44F as amended

The following must be attached to or inserted into this Sub-Bid or Trade Bid:

1. Current Sub-Bidder Certificate of Eligibility issued by the Division of Capital Asset Management and Maintenance showing the Sub-Bidder or Trade Contractor is certified in the category of work for which this Sub-Bid is submitted.

2. Completed Sub-Bidder Update Statement. NOTE: All information and the documents called for in the update statement must be supplied. All information provided must be complete and accurate. A defect or omission in the Update Statement may result in the rejection of the Bid. Part 5 MUST list the NAMES of all supervisory personnel for this project.

3. Bid deposit meeting the requirements of Section 5.13 and 5.14 of the Instructions to Bidders.
To all General Bidders except those excluded:

A. The undersigned proposes to furnish all labor and materials required for completing, in accordance with the hereinafter described Plans, Specifications and addenda, all the work specified in Section No. ______________ of the Specifications and in any Plans specified in such section, prepared by ____________________________ for

(name of architect or engineer)

______________________________

(project number) (project name)

in ____________________________, Massachusetts, for the Contract sum of

(city/town)

______________________________ dollars

($____________________________).

For Alternate No. 1: Add $________________ Subtract $________________

For Alternate No. 2: Add $________________ Subtract $________________

For Alternate No. 3: Add $________________ Subtract $________________

For Alternate No. 4: Add $________________ Subtract $________________

For Alternate No. 5: Add $________________ Subtract $________________

B. This sub-bid includes addenda numbered (list all addenda) ________________

Name of Sub-bidder ____________________________

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C. This sub-bid
   ☐ May be used by any general bidder except: ____________________________
   ☐ May only be used by the following general bidders: ____________________

(To exclude general bidders, insert “X” in one box only and fill in blank following that box. Do not answer C if no general bidders are excluded.)

D. The undersigned agrees that, if it is selected as a sub-bidder, it will, within five days, Saturdays, Sundays, and legal holidays excluded, after presentation of a subcontract by the general bidder selected as the general contractor, execute with such general bidder a subcontract in accordance with the terms of this sub-bid, and contingent upon the execution of the general contract, and if requested so to do in the general bid by such general bidder, who shall pay the premiums therefore, or if prequalification is required pursuant to section 44D3/4, furnish a performance and payment bond of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the awarding authority in the full sum of the subcontract price.

E. The names of all persons, firms and corporations furnishing to the undersigned labor or labor and materials for the class or classes or part thereof of work for which the provisions of the section of the Specifications for this sub-trade require a listing in this paragraph, including the undersigned if customarily furnished by persons on his own payroll and in the absence of a contrary provision in the Specifications, the name of each such class of work or part thereto and the bid price for such class of work or part thereof are:

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<th>NAME</th>
<th>CLASS OF WORK</th>
<th>BID PRICE</th>
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(Do not give bid price for any class or part thereof furnished by undersigned).
F. The undersigned agrees that the above list of bids to the undersigned represents bona fide bids based on the hereinbefore described Plans, Specifications and addenda and that, if the undersigned is awarded the contract, they will be used for the work indicated at the amounts stated, if satisfactory to the awarding authority.

G. The undersigned further agrees to be bound to the general Contractor by the terms of the hereinbefore describe Plans, Specifications, including all general conditions stated therein, and addenda, and to assume toward the general Contractor all the obligations and responsibilities that the general Contractor, by those documents, assumes toward the Commonwealth.

H. The undersigned offers the following information as evidence of its qualifications to perform the work as bid upon according to all the requirements of the Plans and specification:

1. Have been in business under present business name _______ years.

2. Ever failed to complete any work awarded? ___________________.

3. List one or more recent buildings with names of the general Contractor and Designer on which you served as a subcontractor for work of similar character as required for the above named building.

<table>
<thead>
<tr>
<th>Building</th>
<th>Designer</th>
<th>General Contractor</th>
<th>Amount of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td></td>
<td></td>
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<tr>
<td>(b)</td>
<td></td>
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<tr>
<td>(c)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. Bank reference _____________________.

I. The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that it will comply fully with all laws and regulations applicable to awards of subcontracts subject to section forty-four F of Chapter 149 of the General Laws.

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

Date: ____________________________

__________________________________
(Name of Sub-Bidder)

By: ________________________________

__________________________________
(Title and Name of Person Signing Bid)

__________________________________
(Business Address)

__________________________________
(Business Telephone No.)
BID PACKAGE

PART II

OWNER - CONTRACTOR AGREEMENT

Owner - Contractor Agreement

Exhibit A: Additional Insurance Requirements, if any.

Exhibit B: Forms Used During Contract Award and Execution:

Payment Bond
Performance Bond
Schedule for Participation by Minority/Women Business Enterprises
Letter of Intent
Certificate of Corporate Vote
Certificate of Joint Venture
Certificate of Compliance with State Tax Laws
Form of Subcontract

Document ID: _____________

Contractor’s DCAM Certification Number: _____________

Contractor’s Vendor Code Number: _____________
UNIVERSITY OF MASSACHUSETTS AMHERST

STANDARD VERTICAL CONSTRUCTION CONTRACT
For Projects Over $25,000 Subject to M.G.L. 149, s. 44A -F

OWNER - CONTRACTOR AGREEMENT

Awarding Authority: ________________________________________________________________

Department Code:  __  __  __

This agreement ("Contract") is made as of the ____ day of ____________, 20__, by and between the Commonwealth of Massachusetts acting by and through the Awarding Authority identified above with a principal place of business at

______________________________________________________________,

and______________________________________________________________, a

________________________ with a principal place of business at

______________________________________________________________,

______________________________________________________________, hereinafter called the "Contractor".

Terms used in this Owner - Contractor Agreement which are defined in the General Conditions of the Contract shall have the meanings designated therein.

The Awarding Authority and the Contractor agree as follows:
**Article 1. Scope of Work.** The Work under this Contract is defined as all work required by the Contract Documents for the construction of ________________________________.

UMA Number ________________________________,

Project Number ________________________________, in accordance with and as described in the Plans and Specifications dated ____________________, 20____, prepared by ________________________________ (“Designer”), as modified by Addenda Nos. ________________________________ dated ____________________, 20____.

**Article 2. Time for Completion.** The Contractor shall commence the Work under this Contract on the date specified in the written "Notice to Proceed," and shall, within ________________ days after such date, bring the Work to Substantial Completion and to the point at which a Certificate of Agency Use and Occupancy may be issued, and shall bring the Work to Final Acceptance within 30 days after the date specified for Substantial Completion.

**Article 3. Contract Price.** The Awarding Authority shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Approved Change Order(s), the Contract Price of ________________________________ dollars ($ ________________________________). The Unit Prices, if any, approved by the Awarding Authority are those included in the Contractor's General Bid. The following Alternates have been accepted and their costs are included in the Contract Price:

Alternate No(s): ________________________________

**Article 4. Approved Subcontractors.** The filed Subcontractors listed in the Contractor's General Bid submitted by the Contractor have been approved for the performance of the specified portions of the Work subject to the Commonwealth's verification that they have complied with state corporation and partnership registration laws. No other filed Subcontractors and no non-filed Subcontractors shall be used for these or any other portions of the Work without the prior written approval of the Awarding Authority.

**Article 5. Certifications.** Pursuant to M.G.L. c. 62(c), s.49A, the individual signing this Contract on behalf of the Contractor hereby certifies, under the penalties of perjury, that to the best of his or her knowledge and belief the Contractor has complied with any and all applicable state and federal tax laws. The individual signing this Contract on behalf of the Contractor further certifies under penalties of perjury that the Contractor is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, 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 debarred from doing public construction work by any agency of the United States.
Article 6. The Contract Documents: The following documents from the Contract, are incorporated by reference herein, and are referred to as the "Contract Documents:"

- The Instructions to Bidders
- The General Bid submitted by the Contractor
- This Owner – Contractor Agreement, including Exhibit A, if any.
- The General Conditions of the Contract
  - The Supplementary General Conditions [Note: the term “Supplementary General Conditions” may also refer to Division 1 of the Specifications.]
- The Plans and Specifications, including Addenda identified in Article 1 above
- All Approved Change Orders issued after execution of this Owner - Contractor Agreement

Article 7. Minority Business Enterprise and Women Business Enterprise Participation Goals and Minority/Women Workforce Utilization Percentages: The applicable goals, if any, for minority business enterprise and woman business enterprise participation established for this Contract are as follows:

The combined participation goal for Minority/Women Business Enterprise for this Contract is N/A _______%.
The applicable minority workforce utilization percentage, if any is ___________.
The applicable women workforce utilization percentage, if any is ___________.

The MBE/WBE participation goal must include a reasonable representation of both MBE and WBE firms that meet or exceeds the combined goal. MBE/WBE participation plans that consist solely of either a MBE or WBE representing 100% of the overall combined goals will not be considered reasonable or responsive. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however, no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable, and accepted by the awarding authority, shall not be awarded the contract.

Article 8. Liquidated Damages. For the purposes of Article VI of the General Conditions of the Contract, liquidated damages for delay shall be as follows:

$500.00 per day

Article 9. Additional Insurance Provisions. The insurance requirements set forth in Article XIV of the General Conditions of the Contract are supplemented by the provisions, if any, appearing in Exhibit A attached hereto and incorporated herein.

In witness whereof, the parties hereto have caused this instrument to be executed in triplicate under seal as of the date set forth above.
CONTRACTOR:

By: ____________________________________________

Name: __________________________________________

Title: ____________________________________________

Date: ____________________________________________

AWARDING AUTHORITY:

By executing this Agreement, the undersigned authorized signatory of the Awarding Authority, who incurs no personal liability by reason of the execution hereof or anything herein contained, hereby certifies under penalties of perjury that this Contract is executed in accordance with a prior approval of the University of Massachusetts Amherst and further certifies under the penalties of perjury that all the applicable provisions of M.G.L. c. 149, s. 44J, have been complied with.

Application of Executive Orders: This agreement is funded by state appropriation; and, accordingly, the University of Massachusetts is using the State Standard Contract terms and conditions for the purposes of this agreement. Chapter 75 of the Massachusetts General Laws, empowers the Board of Trustees of the University of Massachusetts with the authority to govern and manage its affairs without supervision or subject to the control of any other entity of the Commonwealth unless specifically set forth in the Massachusetts General Laws. Therefore the provisions of the State Executive Orders included in this agreement are not applicable to the University of Massachusetts.

All Contracts

By: ____________________________________________

Name: __________________________________________

Title: ______ Vice Chancellor for Administration & Finance____

Date: ____________________________________________
EXHIBIT A
Additional Insurance Provisions

(Insert provision specifying deductible amounts if any)
Exhibit B

Forms Used During Contract Award and Execution

Payment Bond
Performance Bond
Certificate of Corporate Vote
Certificate of Joint Venture
Certificate of Compliance with State Tax Laws
Form for Subcontract
PAYMENT BOND

Know all men by these presents, that

as principal, and ________________________________________________________________

as surety, are held and firmly bound unto the University of Massachusetts Amherst in the sum of

__________________________________________________________

in lawful money of the United States of America, to be paid to the University of Massachusetts Amherst, 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 University of Massachusetts Amherst ("Awarding Authority")

Bearing date of ____________________________, 20____, for construction of

UMA Number ________________________________________________________________

Project Name ________________________________________________________________

Now the condition of this obligation is such that if the principal shall pay for all labor performed or furnished and for all materials used or employed in said Contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said Contract that may hereafter be made, notice to the surety of such the foregoing to include any other purpose or items set out in, and to be subject to, provisions of Massachusetts General Laws Chapter 30, section 39A, and Chapter 149 section29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In witness whereof we hereunto set our hand and seals this ____________ day of

______________________________, 20__.

___________________________________ (Seal) _____________________________ (Seal)
(Print Name of General Contractor) (Print Name of Surety)

By _______________________________ ________________________________

(Signature – Title) (Signature – Title)

Surety Address ________________________________

__________________________________________
PERFORMANCE BOND

Know all men by these presents, that

as principal, and ____________________________________________________________________________________

as surety, are held and firmly bound unto the University of Massachusetts Amherst in the sum of

____________________________________________________________________________________________________
in lawful money of the United States of America, to be paid to the University of Massachusetts Amherst, 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 University of Massachusetts Amherst (“Awarding Authority”)
bearing date of _________________________, 20____, for construction of

UMA Number ______________________________________________________________________________________

Project Name ______________________________________________________________________________________

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 University of Massachusetts Amherst, with or without notice to the surety, and during the life of any guarantee required under the Contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said Contract that may hereafter be made, notice to the surety of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

In the event that the Contract is abandoned by the Contractor, or is terminated by the University of Massachusetts Amherst under the provisions of said Contract, said surety shall, if requested in writing by the University of Massachusetts Amherst, take such action is necessary to complete the Contract.

In witness whereof we hereunto set our hand and seals this __________ day of

_____________________________________, 20__.
__________________________ (Seal) ____________________________ (Seal)

(Print Name of General Contractor) (Print Name of Surety)

By ________________________________ ________________________________

(Signature – Title) (Signature – Title)

Surety Address ________________________________

______________________________

Countersigned Mass. Resident Agent By: ________________________________

Agent’s Address: ________________________________

Telephone Number: ________________________________
SCHEDULE FOR PARTICIPATION
BY MINORITY/WOMEN BUSINESS ENTERPRISES
UNIVERSITY OF MASSACHUSETTS AMHERST

UMA Number PP17-022  Project Location

Project Name

This form must be submitted by the General Contractor within five (5) working days of the opening of the General Bids. A Letter of Intent and SOMWBA certification letter for each M/WBE must be submitted with this Schedule of M/WBE participation.

BIDDER CERTIFICATION:

The undersigned General Contractor firm agrees that it will subcontract with the following listed firms for the work described and for the dollar amounts listed below. For purposes of this commitment, the MBE and WBE designation means that a business has been certified by SOMWBA as either a MBE, WBE or M/WBE. The General Contractor must indicate the MBE/WBE firms it intends to utilize on the project as follows (attach additional sheets if necessary):

<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>MBE or WBE</th>
<th>Describe MBE/WBE Scopes of Work</th>
<th>Total Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
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<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
MBE Goal: $__________________  Total Dollar Value of MBE Commitment: $__________________

WBE Goal: $__________________  Total Dollar Value of WBE Commitment: $__________________

The undersigned hereby certifies that he/she has read the terms and conditions of the contract with regard to MBE/WBE participation and is authorized to bind the General Contractor to the commitment set forth above.

Name of General Contractor _____________________________________________________________

Business Address______________________________________________________________

Name (print) ________________________________________________________________

Title________________________________________________________

Authorized Signature________________________________________________________

Telephone No.________________________ Fax No.________________________

Date ____________________________
LETTER OF INTENT
MINORITY/WOMEN BUSINESS ENTERPRISES PARTICIPATION
UNIVERSITY OF MASSACHUSETTS AMHERST

(To be completed by MBE/WBE, and submitted by the General Bidder within five (5) working days of the opening of General Bids or by Filed Sub-bidder with its bid.)

UMA Number UMAPP17-022

Indicate SOMWBA Certification:

☐ MBE

☐ WBE

☐ M/WBE

Project Name

Project Location

To ________________________________

Name of General Bidder/ Sub-bidder

1. This firm intends to perform work in connection with the above project.

2. This firm is currently certified by SOMWBA to perform the work identified below, and has not changed its minority/women ownership, control, or management without notifying SOMWBA within thirty (30) days of such a change.

3. This firm understands that if the General Bidder/Sub-bidder referenced above is awarded the contract, the Bidder intends to enter into an agreement with this firm to perform the activity described below for the prices indicated. This firm also understands that the above-referenced firm, as General Bidder/Sub-bidder, will make substitutions only as allowed by Article XIII of the Contract.

4. This firm understands that under the terms of Article XIII of the contract, only work actually performed by an MBE/WBE will be credited toward MBE/WBE participation goals, and this firm cannot assign or subcontract out any of its work without prior written approval of the DCAM Compliance Office, and that any such assignment or subcontracting will not be credited toward MBE/WBE participation goals.
MBE/WBE PARTICIPATION

<table>
<thead>
<tr>
<th>Section/Item Number (if applicable)</th>
<th>Describe MBE/WBE Scopes of Work (clarify “Labor Only”, “Material Only” or “Labor and Material”)</th>
<th>If Supplier, Indicate Total Value of Supplies (10% of total counts toward Participation)</th>
<th>Dollar Value of Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>.</td>
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</tr>
</tbody>
</table>

Total Dollar Value:

$________________________________________

Name of MBE/WBE Firm______________________________________________

Authorized Signature____________________________________________

Business Address__________________________________________________

Print Name________________________________________________________

______________________________________________________________

Title_____________________________________________________________

Telephone No____________________ Fax No.__________________________

Date___________________________________________________________

Letter of Intent – Revised 10/01
CERTIFICATE OF CORPORATE VOTE

__________________________, 20_____

I hereby certify that I am the _________________________ clerk, _________________________, assistant clerk, of
________________________(Name of Corporation) (the “Corporation”) and that at a
duly authorized meeting of the Board of Directors of the Corporation held on
__________________________ (Date) in ________________________________ a which a quorum
was present and voting it was voted to authorize ________________________________ (Name)
__________________________ (Officer Title) of the Corporation to execute
and deliver on behalf of the Corporation the following contract and to act as principal to execute bonds
in connection therewith, which contract and bonds were presented to and made a part of the records of
said meeting:

UMA Number _______________________

Project Title: _____________________________

I further certify that ________________________________ is duly qualified and acting
(Name of Corporate Officer) (Name of Corporate Officer)
__________________________ (Officer Title) of the Corporation and that said vote
(Officer Title)
has not been repealed, rescinded or amended.

__________________________
Name

__________________________
Date

(CORPORATE SEAL)

SUBSCRIBED AND SWORN TO THIS _____DAY OF ________, 20______ BEFORE ME

__________________________
Notary Public

My Commission Expires: ________________
CERTIFICATE OF JOINT VENTURE
(INCLUDING SIGNATURE AUTHORITY)

This certificate is being given in connection with the execution by
___________________________________________ (the “Joint Venture”) of the following construction contract with
the University of Massachusetts Amherst:

___________________________________________

___________________________________________

In connection with the execution of the contract (the “Contract”) the parties to the Joint Venture represent and warrant as follows:

1. Exhibit A attached hereto is a true and complete copy of the Joint Venture Agreement between
the parties dated _________________. Said Joint Venture Agreement is in full force and effect
and has not been modified, amended, revoked, or terminated.

2. The principal place of business of the Joint Venture is as follows:

___________________________________________

___________________________________________

3. The Management Committee of the Joint Venture described in
Section __________________________________ of the Joint Venture Agreement continues to
consist of ____________________________________________

___________________________________________

who together have the power to bind the Joint Venture and the parties thereto.

4. The Management Committee of the Joint Venture hereby appoints ________________
___________________________________________ as an authorized representative of the Joint Venture who
shall have the power, individually, to execute any and all documents in connection with the
Contract and whose signature shall be binding upon the Joint Venture. The Management
Committee may modify or revoke such appointment, and may appoint additional authorized
representative(s), only with the consent of the Director of Facilities Planning, University of
Massachusetts Amherst and only by a written document executed by the members of the
Management Committee.
5. No changes in the Management Committee of the Joint Venture shall be effective without the written consent of the Director of Facilities Planning, University of Massachusetts Amherst.

6. No amendments to the Joint Venture Agreement shall be effective without the written consent of the Director of Facilities Planning, University of Massachusetts Amherst.

7. By executing this certificate, acknowledge that they are jointly and severally liable to the University of Massachusetts Amherst for all obligations of the Joint Venture.

This certificate is executed under seal as of the dates set forth opposite the last signature below:

___________________________________________, a Massachusetts joint venture

By: ______________________________________, a Massachusetts corporation having a principal place of business at ____________________________________________

___________________________________________, its general partner

By: ______________________________________

Its: ______________________________________

Hereunto duly authorized

Date: ______________________________________

By: ______________________________________

Its: ______________________________________

Hereunto duly authorized

Date: ______________________________________

(Note: This certificate may have to be modified depending upon the terms of the joint venture agreement.)
CERTIFICATE OF COMPLIANCE WITH STATE LAWS AND WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

Pursuant to M.G.L. c. 62C, s. 49A and M.G.L., c. 151A, s. 19A,

I, ________________________________________________ authorized signatory for
__________________________________________________ whose principal place of business is at
__________________________________________________

__________________________________________________

do hereby certify under penalties of perjury that ________________________________ has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is

__________________________________________________

Signed under the penalties of perjury the _____________ day of _____________, 20____.

Signature:__________________________________________

Name:______________________________________________

Title:________________________________________________
CERTIFICATE OF COMPLIANCE WITH EMPLOYMENT ELIGIBILITY VERIFICATION REQUIREMENTS (I-9 CERTIFICATE)

Applicable to all UMA Construction Projects
To Be Executed by GC/CMGC/All Subcontractors

Company Name: _______________________________________________________

I, ___________________________________________________________ authorized signatory for
	(Print Name)

Company whose principal place of business is at

___________________________________________________________

(Address)

do hereby certify under penalties of perjury that Company shall comply with Federal Department of Homeland Security Requirements in hiring any and all “Employees” to be employed in the Project who are required to be listed in the certified payroll reports for the Project. Such compliance shall include, but not be limited to the faithful completion of the Federal Department of Homeland Security Form I-9 process by company for each of its Employees. Company shall require each of its subcontractors to execute and provide to Company a Certificate of Compliance with Employment Eligibility Verification Requirements (I-9 Certificate) with the execution of each subcontract, and Company shall forward a copy of each such I-9 Certificate to the General Contractor for filing with the University of Massachusetts Amherst. In addition, Company is aware that the weekly workforce report form contained in the contract documents, which must be submitted by the Company on a weekly basis, contains a statement that the Form I-9 process was faithfully completed for all employees listed on the weekly certified payroll report. Company therefore acknowledges that the Company and all of its subcontractors will be required to certify that the Form I-9 process was faithfully completed for all Employees listed on each certified payroll report when submitted.

By the signature of the Contractor’s Authorized Signatory below, the contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

UMA Project Number: __________________________ Project Number: __________________________

Project Title: _______________________________________________________________________

The Company Social Security No. or Federal Identification No. is: __________________________

Signed under pains and penalties of perjury the _________ day of ______________, 20_____

Signature: _______________________________________________________________________

Name and Title: ____________________________________________________________________

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UNIVERSITY OF MASSACHUSETTS AMHERST

FORM FOR SUBCONTRACT – M.G.L. c. 149, s. 44F

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 “Contractor” and ________________________________

__________________________________________

a corporation organized and existing under the law of ________________________________

a partnership consisting of ________________________________

an individual doing business as ________________________________

hereinafter called the “Subcontractor”.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor 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 the project and project no. taken from the title page of the Specifications)
all as prepared by ________________________________

(Name of Architect or Engineer)

for the sum of ________________________________ ($___________)

and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the
following alternates (and other items set forth in the sub-bid):

Alternate No(s) __________, __________, __________, __________,

________________, __________, __________.

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore
described Plans, Specifications (including all general conditions stated herein) and addenda
No. __________, and __________, and __________, and to assume to the Contractor all
the obligations and responsibilities that the Contractor by those documents assumes to the
___________________________ hereinafter called the “Awarding
(Awarding Authority)

Authority”, except to the extent that provisions contained herein are by their terms or by
law applicable only to the Contractor.

(b) The contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore
described documents and to assume to the Subcontractor all the obligations and
responsibilities that the Awarding Authority by the terms of the hereinbefore described
documents assumes to the Contractor, except to the extent that provisions contained
therein are by their terms or by law applicable only to the Awarding Authority.

2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding
Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and
complete the work described in this subcontract; and, in consideration thereof, upon notice from
the contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete
the work described in this Subcontract in an orderly manner and with due consideration to the date
or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the contractor with a reasonable time after the execution of
this subcontract, evidence of workers’ 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 Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor
to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the
Subcontractor during the first ten (10) days of the calendar month following that in which the claim
originated.

5. This agreement is contingent upon the execution of a general Contract between the Contractor and
the Awarding Authority for the complete work.
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

SEAL ATTEST

______________________________  ________________________________

(Name of Subcontractor)

By: ____________________________

SEAL ATTEST

______________________________  ________________________________

(Name of Contractor)

By: ____________________________

______________________________

(City and State)
BID PACKAGE

PART III

GENERAL CONDITIONS OF THE CONTRACT

General Conditions of the Contract

Appendix A: -- Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program

Appendix B: -- Goals for Participation by Minority Business Enterprises and Women Business Enterprises

Appendix C: -- Commonly Used Forms

Procedure for Payment to Contractors
Daily Time and Material Report for Change Orders
Notice of Intent
Request and Agreement for a Change in the Plans, Specifications and/or Contract (UMA Form 5)
Instructions Regarding Change Orders and Contract Modifications (DCAM Form 13)
Contractor’s Weekly Workforce Report
Minorities/Women in Contractor’s Weekly Workforce Report
Weekly Payroll Report Form and Statement of Compliance
Quarterly Projected Workforce Table
Certification of Payment by Contractor to MBE/WBE and Instructions
Certificate of Completion by Minority/Women Business Enterprise
Form for Transfer of Title (Work Not Incorporated, UMA Form 16)
Certificate of Agency Use and Occupancy – E-1
Certificate of Final Inspection, Release and Acceptance – E-2
Form ST-5C
GENERAL CONDITIONS OF THE CONTRACT

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ARTICLE I: DEFINITION OF TERMS

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

**Advertisement:** The Advertisement or Notice Inviting Bids or Proposals for the Work identified in Article 6 of the Owner - Contractor Agreement.

**Approval:** (or Approved): An approval in writing signed by the authorized signatory of the Awarding Authority.

**Architect:** The architect identified as the Designer in Article 1 of the Owner - Contractor Agreement.

**As directed (As permitted, as required, as determined or words of like effect):** The direction, permission, requirement or determination of the Designer or the Awarding Authority. Similarly, approved, acceptable, satisfactory or words of like import shall mean approved by or acceptable or satisfactory to the Designer, except as may be otherwise determined by the Awarding Authority.

**Awarding Authority:** The public agency awarding and administering this Contract identified as the Awarding Authority in the Owner - Contractor Agreement. Where the Awarding Authority is an agency of the Commonwealth, references to the Awarding Authority shall also include the Commonwealth and its agencies.

**Building Code:** All applicable rules and regulations to which the Awarding Authority is subject and which are contained or referenced in the code authorized by M.G.L. c. 143, s. 93 et seq., including all amendments thereto.

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

**Change Order:** (1) A written order not requiring the consent of the Contractor, signed by the Project Manager and designated as a Change Order, directing the Contractor to make changes in the Work within the general scope of the Contract, or (2) any written or oral order from the Project Manager that causes any change in the Work, provided that the Contractor has given the Awarding Authority written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

**Contract:** The Contract formed by the Contract Documents as defined in Article 6 of the Owner - Contractor Agreement.

**Contract Documents:** The documents listed in Article 6 of the Owner - Contractor Agreement.
**Contract Modification:** Any alteration of the Contract Documents accomplished by a written agreement properly executed by the parties to this Contract.

**Contract Price:** The Contract Price stated in Article 3 of the Owner - Contractor Agreement which is the total sum owed to the Contractor for all of the Work.

**Days:** Represents calendar days, excluding weekend and holidays, unless otherwise specified.

**DCAM:** The Division of Capital Asset Management and Maintenance of the Commonwealth of Massachusetts.

**Designer:** The architect or engineer identified as the Designer in Article 1 of the Owner - Contractor Agreement, subject to the provisions of Article III, Section 1 of these General Conditions of the Contract.

**N/A**

**Dispute Review Board:** A panel of three experienced impartial reviewers organized and agreed upon by the Owner and Contractor. The Board members are provided with plans and specifications, become familiar with project procedures and participants and meet on the job site regularly to encourage the resolution of disputes at the job level and renders non-binding recommendations on the resolution of the dispute.

**Engineer:** The Designer, except that the term "Resident Engineer" shall have the meaning otherwise specified herein.

**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 Designer and by the Awarding Authority that the Work has been 100% completed, except for the Contractor's indemnification obligations, warranty obligations, obligations to continue to maintain insurance coverage for the time periods provided in the Contract Documents, and any other obligations which are intended to survive Final Acceptance and/or the termination of the Contract.

**General Bid:** The completed bid form submitted by the Contractor in accordance with the requirements of M.G.L. c. 149.

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

**Neutral:** An impartial third party not having an interest in the Owner, the Designer, the Contractor or the Project.

**Notice to Proceed:** The written notice provided by the Awarding Authority to the Contractor which authorizes the Contractor to commence the Work as of a date specified therein, from which date the time of completion specified in Article 2 of the Owner - Contractor Agreement is measured.

**Or equal (or words of like import):** Equal in the opinion of the Awarding Authority determined pursuant to the provisions of M.G.L. c.30, s. 39M and the provisions of these General Conditions of the Contract.
**Owner:** The University of Massachusetts Amherst, or other instrumentality that will own the Work, including but not limited to the following: UMBA and the Commonwealth.

**Plan(s):** Drawing(s).

**Product Data:** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor or its Subcontractors and suppliers to illustrate materials or equipment for some portion of the Work. Product data also include any such information or instructions produced by the manufacturer or distributor of such materials or equipment and made readily available by said manufacturer or distributor.

**Progress Schedule:** The progress schedule Approved by the Designer and the Awarding Authority in accordance with Article VI of these General Conditions of the Contract.

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

**Project Manager:** The Awarding Authority’s representative assigned to the Project.

Andrew Thibault 413-545-0201

**Punch List:** A list of items determined by the Awarding Authority to be minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work for its intended purpose.

**Resident Engineer:** The on-Site representative of the Awarding Authority.

**Samples:** 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 Approved by the Awarding Authority 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 payments to the Contractor.

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

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

**Specifications:** The 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 Contractor contracts in order to perform the Work, except as otherwise specifically provided or required herein or by Law.

**Substantial Completion:** For work subject to M.G.L. c. 30 s. 39K, "substantial completion" shall occur when (1) the Contractor fully completes the Work or substantially completes the Work so that the value of the Work remaining to be done is, in the estimate of the Awarding Authority, less than one percent of the original contract price, or (2) the Contractor substantially completes the work and the Awarding Authority takes possession for occupancy, whichever
occurs first. For work subject to M.G.L. c. 30 s. 39G "substantial completion" shall mean either that the work required by the Contract has been fully completed, completed except for work having a Contract Price of less than one percent of the then adjusted total Contract Price, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the Work.

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

**User Agency:** The department, county, commission, board, agency or other instrumentality of the Commonwealth of Massachusetts or political subdivision thereof which operates or which will operate the facility at which the Work is undertaken or which comprises the completed Work.

**Work:** The Work defined in Article 1 of the Owner - Contractor Agreement, Article II, Section 2 of these General Conditions of the Contract and otherwise in the Contract Documents.

**Working Hours:** 7:00 a.m. to 5:00 p.m., but not more than eight hours per day, Monday through Friday, unless otherwise specified by applicable Laws.

All terms that this Contract defines may be used with or without initial capital letters. Other terms, abbreviations and references are defined as they appear herein. Words and abbreviations that are not defined in the Contract Documents but which have recognized technical or trade meanings are used in accordance with those meanings. For additional definitions of terms, abbreviations and references refer to the *Supplementary General Conditions, or Specifications.*

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

1. **Execution.**
The execution of the Owner – Contractor Agreement by the Contractor is a representation that the Contractor has visited the Site, has become familiar with local conditions under which the Work is to be performed and has correlated personal observations with requirements of the Contract Documents.

2. **Scope of Work.**
The Work consists of the Work identified in the Contract Documents. The Work comprises the completed construction required by the Contract Documents and includes all labor, tools, materials, supplies, equipment, permits, approvals, paperwork, calculations, submittals, and certificates necessary to develop, construct and complete the Work in accordance with all Laws, and all construction and other services required to be supervised, overseen, performed or furnished by Contractor or that the Contract Documents require the Contractor to cause to be
supervised, overseen, performed or furnished. The Contractor shall provide and perform for the Contract Price all of the duties and obligations set forth in the Contract Documents.

3. **Interpretation.**
   A. The 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 Contractor as a part of this Contract.
   B. All things that in the opinion of the Designer may be reasonably inferred from the Plans, Specifications and other Contract Documents are to be executed by the Contractor. The Designer shall determine whether the detail Plans conform to the general Plans and Contract Documents, except as may be otherwise determined by the Awarding Authority.
   C. The tables of contents, titles, headings and marginal notes or sub-scripts contained herein are solely to facilitate references, are not intended to be construed as provisions of the Contract, and in no way affect the interpretation of the provisions to which they refer.
   D. Where reference is made in the Contract Documents to publications, standards, or codes issued by associations or societies, such reference shall be interpreted to mean the current edition of such publications, standards, or codes, including revisions in effect on the date of the Advertisement, 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
      Second Priority:  Owner - Contractor Agreement
      Third Priority:  General Conditions of the Contract
      Fourth Priority:  Drawings and Specifications – the most stringent shall apply

4. **Distribution of Work.**
The distribution of the Work is intended to be described under the appropriate trades and, except for filed sub-bid work, may be redistributed, except as directed herein, provided that such redistribution shall cause no controversy among the trades and no delay in the progress of the Work.

5. **Contract Price.**
The Contract Price constitutes full compensation to the Contractor for everything to be performed and furnished in connection with the Work and for all damages arising out of the performance of the Work and/or the action of the elements, and constitutes the maximum compensation regardless of any difficulty incurred by the Contractor in connection with the Work or in consequence of any suspension or discontinuance of the Work.
ARTICLE III: CONTROL OF WORK / ADMINISTRATION OF THE CONTRACT

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

2. **Right of Access to Work.**
The Awarding Authority, the User Agency and the Designer (and persons designated by them) may for any purpose enter upon the Work, the Site, and premises used by the Contractor, and the Contractor shall provide safe facilities therefore. Other contractors of the Awarding Authority may also enter upon the same for the purposes which may be required by their contracts or work. Any differences or conflicts which may arise between the Contractor and other contractors of the Awarding Authority with respect to their work shall be initially resolved by the Designer.

3. **Inspection No Waiver.**
No inspection by the Awarding Authority or the Designer or employees or agents of either of them, and no order, measurement, certificate, approval, payment order, payment, acceptance or any other action or inaction of any of them, shall operate as a waiver by the Awarding Authority of any provision of this Contract.
ARTICLE IV: GENERAL PERFORMANCE OBLIGATIONS OF THE CONTRACTOR

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

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

2. Supervision and Construction Procedures; Coordination; Cutting, and Patching.
   A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and shall have control over, construction means, methods, techniques, sequences and procedures, and shall be responsible for coordinating all portions of the Work under the Contract.
   B. The Contractor shall be responsible for the proper fitting of all Work and the coordination of the operations of all trades, Subcontractors, and material men engaged upon the Work. The Contractor shall guarantee to each of its Subcontractors all dimensions which they may require for the fitting of their work to all surrounding work.
   C. All necessary cutting, coring, drilling, grouting, and patching required to fit together the several parts of the Work shall be done by the Contractor, except as may be specifically noted otherwise under any particular filed sub-bid section of the Specifications.
   D. The Contractor shall be responsible to the Awarding Authority for the acts and omissions of the Contractor's employees, agents and Subcontractors, and their agents and respective contractors employees, and other persons performing portions of the Work or supplying materials therefore.
   E. The Contractor shall be responsible for the inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.
   F. The Contractor shall employ a registered land surveyor to perform any engineering required for establishing grades, lines, levels, dimensions, layouts, and reference points for the trades. The Contractor shall be responsible for maintaining benchmarks and other survey marks and shall replace any benchmarks or survey marks that may have become disturbed or destroyed. The Contractor shall verify the materials shown on the Drawings before laying out the Work and shall be responsible for any error resulting from its failure to exercise this precaution.
G. Unless otherwise required by the Supplementary General Conditions or the Plans and Specifications, or directed in writing by the Designer, Work shall be performed during regular Working Hours. However, if the Contractor desires to carry on the Work outside of regular Working Hours or on Saturdays, Sundays, or Massachusetts or federal holidays then the Contractor shall allow ample time to allow satisfactory arrangements to be made for inspecting Work in progress and shall bear the costs of such inspection. The Awarding Authority shall bill the Contractor directly for such costs.

H. Work performed outside of regular Working Hours without the consent or knowledge of the Designer and/or the Awarding Authority shall be subject to additional inspection and testing as directed by the Designer. The cost of this inspection and testing shall be borne by the Contractor whether the Work is found to be acceptable or not. The Awarding Authority at its election shall be entitled either to issue a credit Change Order to cover such cost or to withhold such cost from any further payments due the Contractor and/or to receive a payment from the Contractor of the amount of such cost.

3. Superintendent.
   A. The Contractor shall employ a Superintendent whose appointment shall be subject to the Approval of the Awarding Authority. The Superintendent shall be in attendance at the Site full-time during the performance of the Work. The Superintendent shall represent the Contractor. Communications given to and from the Superintendent shall be deemed given to and from the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed upon written request in each case. The Superintendent shall attend each job meeting. The Superintendent shall be responsible for coordinating all of the Work of the Contractor and the Subcontractors.

   B. The Superintendent shall be a competent employee regularly employed by the Contractor. The Superintendent shall be licensed in accordance with the Building Code and shall have satisfactorily performed similar duties on previous construction projects similar in type, complexity and scale to the Project. The Superintendent’s resume shall be submitted to the Awarding Authority prior to commencement of construction together with such other information as the Awarding Authority may reasonably require in order to determine whether or not to Approve of his or her appointment. Any change in the Superintendent shall require the prior consent of the Awarding Authority. The Contractor shall establish an emergency telephone line by which the Awarding Authority, the Designer, or their respective agents may contact the Superintendent during non-working hours.

4. Labor.
   A. The Contractor shall employ only competent workers. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Work. The Contractor shall certify and insure 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 the Contractor and each of its subcontractors and others working on the Project shall furnish documentation of successful completion of said course by employees working with the first certified payroll report for each employee. The
Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Whenever the Designer shall notify the Contractor in writing that any worker is, in the Designer's opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such employee shall be discharged from the Work and shall not again be employed on the Project except with the consent of the Designer.

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

C. The Contractor shall procure materials from such sources and shall manage its own forces and the forces of its Subcontractors and any sub-subcontractors in such a manner as will result in harmonious labor relations on the Project Site. If union and nonunion workers are employed to perform any part of the Work, the Contractor shall establish and maintain separate entrances to the Site for the use of union and nonunion workers. The Contractor shall cause persons to be employed in the Work who will work in harmony with others so employed. Should the Work be stopped or materially delayed in the Awarding Authority's reasonable judgment due to a labor dispute, the Awarding Authority shall have the right to require the Contractor to employ substitutes acceptable to the Awarding Authority.


A. The Contractor at its sole cost shall take out and pay for all approvals, permits, certificates and licenses required by Laws, pay all charges and fees, and pay for (or cause the appropriate Subcontractor to pay for) all utilities required for the proper execution of the Work.

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

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

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

6. Lines, Marks etc.
The Contractor shall furnish batter boards and stakes and shall cause to be placed and maintained thereon so as to be easily read, such lines, marks and directions relating to the Work as the Designer shall from time to time direct. The Designer shall establish base lines and benchmarks on the Drawings for the locations of the Work but all other lines and grades shall be determined by the Contractor.
7. **Excavation.**
The Contractor shall prevent by sheeting and shoring or bracing, if necessary, any caving or bulging of the sides of any excavation made by the Contractor, leaving sheeting and shoring in place, or if any is removed, filling solid the spaces left thereby.

8. **Dewatering/Hoisting/Staging.**
The Contractor shall provide pumping, drainage, and disposal of all water and other flows so that no puddle, nuisance, or damage will be caused by water or flooding. The Contractor shall provide all hoisting equipment and machinery required for the proper execution of the Work. The Contractor shall provide all exterior and interior staging required to be over eight feet in height, except as may be otherwise provided in the Contract Documents.

9. **Corrections to the Work; Inspection No Bar to Subsequent Corrections.**
The Designer's inspection of the Work shall not relieve the Contractor of its responsibilities to fulfill the Contract obligations. Defective work may be rejected by the Designer whether or not such work and/or 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 the Final Acceptance of the whole Work, the Contractor shall forthwith cease the performance of any defective work in progress and, whether or not such work is still in progress, shall forthwith correct such defect in a manner satisfactory to the Designer. If any material brought upon the Site for use in the Work, or selected for the same, shall be rejected by the Designer as unsuitable or not in conformity with the Contract Documents, or as damaged by casualty or deteriorated due to improper storage at the Site or to any other factor, the Contractor shall forthwith remove such materials from the Site. The Contractor shall pay for the cost of making good all work or property of other contractors or of the Owner destroyed or damaged by such removal or replacement; repair 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.

10. **Sanitary Facilities.**
Except as otherwise specified in the Supplementary General Conditions or Specifications, the Contractor shall provide and maintain sanitary facilities for all persons employed on the Work, beginning with the first worker at the Site. Said facilities shall meet the following requirements unless otherwise specified in the Supplementary General Conditions or 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.

(Note: If existing sanitary facilities at the Site are to be used by the Contractor, this requirement will be modified accordingly in the Supplementary General Conditions or Specifications.)
11. Contract Documents and Samples at the Site.
A reasonable number of sets of Contract Documents, as defined by the Awarding Authority, will be furnished to the Contractor by the Awarding Authority immediately after signing of the Contract, one of which shall be maintained at the Site for reference by authorized representatives of the Awarding Authority. The Contractor shall maintain at the Site for the use and information of the Awarding Authority one record copy of the Drawings, Specifications, Addenda, Change Orders, Approved Shop Drawings, Product Data, Samples, updated Progress Schedule, and all other submittals, all in good order and marked currently to record changes and selections made during construction. These shall be available to the Designer and the Awarding Authority and shall be delivered to the Designer for submittal to the Awarding Authority upon completion of the Work.

12. Telephones.
The Contractor shall provide and maintain separate individual telephone service and pay for all calls relating to the Work. Service and equipment shall meet the requirements, if any, of the Supplementary General Conditions and Specifications and shall include provisions for incoming and outgoing calls: (1) in the Contractor’s field office for the use of its authorized agents and (2) in the Resident Engineer's office for the use of the Designer and authorized agents of the Owner.
13. **Health, Safety, and Accident Prevention**

A. In performing the Work, the Contractor shall:

   (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the U.S. Secretary of Labor by regulation;

   (2) Protect the lives, health, and safety of other persons; and

   (3) Prevent damage to property, materials, supplies, and equipment.

B. For these purposes, the Contractor shall:

   (1) Comply with 84 Stat. 1590, the "Occupational Safety and Health Act of 1970" (OSHA) and with regulations and standards issued by the U.S. Secretary of Labor at 29 CFR Part 1926; and

   (2) Include the terms of this Section 14 in every subcontract so that such terms will be binding on each subcontractor.

   (3) Designate by notice to the Awarding Authority a responsible member of its organization at the Site whose duties shall include ensuring safety, implementation of Contractor’s Safety Plan referenced below and preventing accidents.

C. The Contractor shall maintain an accurate record of exposure data on all accidents incident to the Work resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904. Without limiting the foregoing, the Contractor shall submit to the Awarding Authority without delay verbal and written reports of all accidents involving bodily injury or property damage arising in connection with the Work.

D. In any emergency affecting the safety of persons or property the Contractor shall immediately act in the exercise of reasonable judgment to prevent threatened damage, injury, or loss. The Contractor shall immediately notify the Awarding Authority of such emergency.

E. The Contractor shall be responsible for its Subcontractors’ compliance with the provisions of this Section 14.

F. Before commencing any portion of the Work the Contractor shall submit a written Project-specific plan for implementing this Section 14. The plan shall include an analysis of the significant hazards to life, limb and property inherent in the performance of the Work and a plan for controlling these hazards.

G. Without limiting the foregoing provisions of this Section 14, the Contractor shall comply with all health and safety Laws applicable to the Work. Without limitation,

   (1) If the Contractor uses, stores or encounters toxic or hazardous substances it shall comply with M.G.L. c. 111F, 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 Contractor shall comply with the Federal Resource Conservation and Recovery Act, the Federal Comprehensive Environmental Response, Compensation and Liability Act, M.G.L. c. 21C, M.G. L. c. 21E, and any other Laws affecting toxic or
hazardous materials, solid, special or hazardous waste (collectively "Hazardous Materials Laws"). Should the Contractor discover unforeseen materials subject to Hazardous Materials Laws at the Site, the Contractor shall immediately comply with any and all requirements for dealing with such materials and notify all required governmental authorities and the Awarding Authority of such discovery.

(3) The Contractor shall be responsible for the location of all utilities in connection with the Work. Without limiting the foregoing, the Contractor shall comply with Dig-Safe Laws. Dig-Safe is the Utility Underground Plant Damage Prevention System, 331 Montvale Road, Woburn, MA, 01801, 1-888-344-7233. The Contractor shall notify Dig-Safe of contemplated excavation, demolition, or explosive work in public or private ways, and in any utility company right of way or easement, by calling 811 or online at http://www.digsafe.com.

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

H. Without limiting the Contractor’s responsibilities described above, the Contractor shall take all reasonable precautions for the safety of, and the prevention of injury or damage to (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 Contractor 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 Contractor shall promptly remedy all damage or loss to any such property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly contracted or employed by any of them or by anyone for whose acts any of them may be liable. Without limiting the foregoing, the Contractor shall:

(1) post and maintain adequate danger signs and other warnings against hazards;
(2) promulgate safety regulations and give appropriate notices to the Awarding Authority and users of adjacent utilities and property;
(3) 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 Contractor;
(8) maintain from the beginning of any darkness or twilight through the whole of every night sufficient lights on or near any obstruction so as to guard and protect travelers from injury from such obstruction;
(9) maintain adequate security at the Site so as not to expose the Work and surrounding property to vandalism or malicious mischief;

(10) provide adequate fire protection procedures during the use of cutting torches, welding equipment, plumbers' torches and other flame and spark producing apparatus;

(11) take prompt action to correct any dangerous or hazardous conditions.

I. The Contractor shall not use or store explosives in the performance of the Work unless the Contractor first obtains the Awarding Authority's prior written specific Approval. If the Awarding Authority Approves the use or storage of explosives during the performance of the Work, the Contractor shall first comply with all Laws and obtain all permits, approvals, and certificates required in connection with the same and shall exercise best efforts, including but not limited to the employment and supervision of properly qualified personnel, to prevent damage, injuries, and accidents involving said explosives.

J. The Contractor shall not permit cutting or welding in or immediately adjacent to existing property of the Owner, Awarding Authority or of anyone else without the Awarding Authority's prior Approval in each instance.


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

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

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

D. Chemical Waste: 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 Supplementary General Conditions or Specifications. 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 Contractor shall immediately notify the Designer of any hazardous materials release large enough to require reporting under applicable Laws. The Contractor shall be responsible for immediately cleaning up in accordance with Laws any oil or hazardous materials releases resulting from its operations. Any costs incurred in cleaning up any such releases shall be borne by the Contractor.
15. **Weather Protection (M.G.L. c. 149, s. 44G and 44F(1)).**
   The Contractor shall furnish and install "weather protection,” which means temporary protection of that Work adversely affected by moisture, wind and cold. Weather protection shall be achieved 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 building or portion thereof is completely enclosed by either permanent construction or substantial temporary materials having a resistance comparable to the specified permanent construction, the Contractor shall provide heat 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 Awarding Authority, and shall meet such additional requirements as may be set forth in the Supplementary General Conditions or the Specifications.

16. **Furnishings and Equipment.**
   When, in the opinion of the Designer, any portion of the Work is in a reasonable condition to receive fittings, furniture, or other property of the Owner not covered by this Contract, the Contractor shall allow the Awarding Authority to bring such fittings, furniture, and/or other property into such portions of the Work and shall provide all reasonable facilities and protection thereof. No such occupancy shall be construed as interfering with the provisions relating to time of completion, or as constituting an acceptance of the whole or any part of the Work. Any furniture or fittings so installed shall be placed in the Work at the risk of the Awarding Authority except that the Contractor shall be liable for damages or losses to such furniture or fittings to the extent such damages or losses arise in whole or in part from the negligence or intentional misconduct of Contractor, Subcontractors, their agents and/or employees, or anyone for whose acts Contractor is responsible.

17. **Form for Sub-contract.**
   The Contractor when subcontracting with sub-bidders filed pursuant to M.G.L. c. 149, s.44F shall use the form for sub-Contract in M.G.L. c. 149, s. 44F(4) (c). The Contractor shall not interpret paragraph 3 of the statutory form of Subcontract to require such sub-bidders to provide insurance with limits higher than the limits that are required by Article XIV of these General Conditions of the Contract assuming that the term “Contractor” refers to the sub-bidder and that the term “Contract Price” refers to the sub-bidder’s price stated in paragraph 1 of the statutory form of Subcontract.

18. **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 Contractor shall take all action required to obtain the benefit of
such sales tax exemption under the University of Massachusetts Amherst Form ST-5C Contractor’s Sales Tax Exemption, Purchase Certificate, E 043-167-352. The Contractor shall bear the cost of any sales taxes that Contractor incurs in connection with the Work and the Awarding Authority shall not reimburse the Contractor for any such taxes. A copy of the Form ST-5C is provided with this contract.

19. Final Cleaning.
At the completion of the Work, the Contractor shall remove all waste materials, rubbish, tools, equipment, machinery and surplus materials, and professionally clean all sight-exposed surfaces so that the Work is clean and ready for occupancy. Subsequent to installation of User Agency furniture, telephones, and equipment, the Contractor shall provide such additional cleaning as may be necessary to remove any soil resulting from installation of such furniture, telephones and equipment.

Subject to such additional requirements as may be provided in the Supplementary General Conditions or Specifications, the Contractor shall compile 3 complete and identical binders of operating and maintenance data for the entire Work. The Contractor shall submit record maintenance data to the Designer for approval, shall submit approved maintenance data to the Awarding Authority, and shall instruct and train the User Agency’s personnel in proper inspection and maintenance procedures.
21. **Closeout Procedures.**
The Contractor shall take all actions and submit all items required for the issuance of the Certificate of Agency Use and Occupancy and Final Acceptance as specified in the Contract Documents.

22. **Risk of Loss.**
The Contractor shall bear all risk of loss to the Work during the term of the Contract except for any portion of the Work as to which the Certificate of Agency Use and Occupancy has been issued pursuant to Article VI of these General Conditions of the Contract. Nothing herein shall limit the Contractor's responsibilities under Article IX or XV of these General Conditions of the Contract.

23. **LEED Requirements**
Contractor understands that, pursuant to Executive Order No. 484, all new construction and renovation projects over 20,000 square feet must, at a minimum, meet a Massachusetts LEED Plus building standard, and that smaller projects must meet the minimum energy performance standards for advanced buildings established by the Commonwealth of Massachusetts Sustainable Design Roundtable. Furthermore, Contractor understands that the Massachusetts LEED silver standard or a higher LEED standard applies to all projects overseen by the University of Massachusetts Amherst, as well as all projects built on state land for use by state agencies. Contractor must document compliance with this executive order and Project LEED certification standards as described in the project specifications.

**ARTICLE V: MATERIALS AND EQUIPMENT**

1. **Materials Generally.**
   A. Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
   B. Materials and equipment to be installed as part of the Work (both or either of which are hereinafter referred to as "materials") shall be new, unused, of recent manufacture, assembled, and used in accordance with the best construction practices. The Contractor shall inform himself as to, and shall comply with, the provisions of M.G.L. c. 7, 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 Contractor shall furnish to the Designer all samples of the materials to be used in the execution of the Work as required by the Contract Documents. The Contractor shall furnish to the Designer in a timely manner all coordination Drawings, shop details, Shop Drawings, and setting diagrams which may be necessary for acquiring and installing materials. These shall be reviewed as required by the Designer. A minimum of six (6) copies shall be submitted for final approval, one of which shall be returned to the Contractor, one to the Resident Engineer, one to the Awarding Authority and one filed with the Designer. The inspection and approval by the Designer of Shop Drawings, etc. shall be general and shall in no way relieve the Contractor from responsibility for proper fitting, coordinating, construction, and construction sequencing. The Contractor shall furnish to the Designer such information and vouchers relative to the Work, the materials therefore, and the persons employed thereon, as the Designer shall from time to time request.

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

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

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

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

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

G. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Designer's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Designer in writing of such deviation at the time of submittal and the Awarding Authority has given explicit written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Designer's or the Awarding Authority's actions.
H. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Designer on previous submittals.

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

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

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

3. Tests.

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

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

4. "Or Equal" Submissions.

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

B. The Contractor shall be responsible for providing the Designer with any information and test results that the Designer reasonably requires to determine whether or not a material is equal to a material named or described in the Contract Documents.
C. Whenever the Contractor submits a material for approval as a substitute for a material named or described in the Contract Documents, such submission shall be made at least one hundred twenty (120) days prior to the date the materials will be used in the Work. In no event shall the Contractor maintain a claim for delays based upon the Designer's review of such substituted materials if the Contractor has failed to comply with the one hundred twenty (120) day submission requirement.

D. The Contractor shall save the written calculations, pricing information, and other data that the Contractor used to calculate the General Bid (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes Final Payment under this Contract. No increase in the Contract Price shall be allowed for any material later found to have been improperly rejected as not being equal unless the Contractor can show persuasive evidence that the rejection increased the Contractor's costs over those provided for in the Bid Pricing Materials, net of all savings the Contractor obtained by substituting other "or-equal" items. Without limiting the foregoing, if the Awarding Authority rejects a proposed substitution on the basis that the item is not equal and if after the Contractor complies with the appeal procedures required by law, DCAM regulation, and by the Contract Documents, the appropriate authority finds that the proposed substitution was equal, the Contract Price may be increased only to the extent that (1) the item that the Contract Documents specifically require costs more than the item later approved as equal, (2) the Bid Pricing Materials prove that the Contractor calculated its bid using the cost of the item later found as equal, (3) any increase is reduced by any cost that the Contractor would have incurred for structural or mechanical changes necessary to accommodate the substitute item, (4) the Contractor shall not be entitled to any adjustment for overhead and profit, (5) any increase must exceed the aggregate amount that the Contractor saved using products or materials that the Awarding Authority approved as equal under this Contract. In calculating the Contractor's aggregate saving under the preceding clause (5), the Contractor shall provide the Awarding Authority with the Bid Pricing Materials and a calculation based on the Bid Pricing Materials that compare the price (stated in the Bid Pricing Materials) of each item replaced with an "or equal" item, with the cost of the approved equal item, specifically describes all costs that Contractor would have incurred making structural or mechanical changes to include within the Work the item later found to have been improperly rejected and copies of all plans, specifications, shop Drawings, and other design documents that the Awarding Authority deems necessary or desirable.

5. Delivery and Storage of Materials; Inspection.

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

B. Materials stored off Site shall be insured and stored at the expense of the Contractor so as to guarantee the preservation of their security, quality and fitness for the Work. Without derogating from the Contractor's responsibilities in the previous sentence, when necessary to avoid deterioration or damage, material (on or off Site) shall be placed on wooden platforms or other hard clean surfaces and not on the ground and shall be properly protected.
C. Expenses for inspection of material by the Designer and/or the Awarding Authority personnel including travel, quarters, and subsistence shall be borne by the Contractor requesting the inspection of material stored outside the Commonwealth of Massachusetts as part of the Contract Price. The policy of the Awarding Authority precludes the payment for material stored outside the boundaries of Massachusetts except in extremely limited circumstances with the express written consent of the Awarding Authority. If the Contractor requests an inspection of material stored outside the Commonwealth of Massachusetts, the Awarding Authority will initially pay for all expenses of inspecting the material incurred by the Designer and/or Awarding Authority’s personnel including travel, quarters, and subsistence. The Awarding Authority will then give Contractor an invoice for those costs and the Contractor shall submit a credit Change Order 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 Contractor at the Contractor’s expense.

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

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

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

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

   A. The Contract time shall commence upon the date specified in the Notice to Proceed. The Contractor shall begin Work at the Site within ten days of said date unless otherwise ordered in writing by the Awarding Authority.

   B. Within ten days after the Work has commenced, the Contractor shall submit to the Designer and to the Awarding Authority, a progress schedule, detailed and computer generated for the term of the Contract as required by the Contract Documents, showing in detail his proposed progress for the construction of the various parts of the Work and the proposed times for receiving required materials. Upon Approval by the Awarding Authority, said schedule shall constitute the Progress Schedule. The Contractor shall at the end of each month, or more often if required, furnish to the Designer and to the Awarding Authority a schedule meeting the requirements of the Specifications showing the actual progress of the parts of the Work in comparison with the Progress Schedule.

   C. Time is of the essence of this Contract. The Work shall be completed within the time specified in Article 2 of the Owner - Contractor Agreement. Should the Contractor require additional time to complete the Work, the Contractor shall document the reasons therefore 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 Contractor from subsequently claiming any time extension due to said delay.

   D. If, in the opinion of the Designer or the Awarding Authority, the Contractor fails to comply with the Progress Schedule, the Awarding Authority may give the Contractor a notice specifying the time limits and performance standards that the Contractor is failing to meet whereupon (1) the Contractor shall, if the notice requires, discontinue all or any portion of the Work (which discontinuance shall neither terminate the Contract nor give the Contractor any claim for an increase in the Contract Price, damages, or an extension of any completion deadlines); or (2) at Contractor's sole cost increase the work force, equipment and plant, or any of them, employed on the whole or any part of the Work, to the extent required by such notice, and employ the same from day to day until the completion of the Work or such part thereof, or until the failure regarding the rate of progress, in the opinion of the Designer or the Awarding Authority, shall have been sufficiently corrected.

   E. If, in the opinion of the Awarding Authority, the Contractor fails to comply with the Progress Schedule, and whether or not the Awarding Authority shall have given the Contractor a notice described in D above, the Awarding Authority may (but shall not be required to) give the Contractor notice of such failure and five days to cure the same. Unless the Contractor shall within that five days take all necessary steps to do so (including, if the Awarding Authority requires, increasing its forces, equipment and plant) and continue to do so until in the opinion of the Awarding Authority the failure is corrected, the Awarding Authority may at the Contractor's expense and without terminating this Contract take exclusive or joint possession of all or a portion of the Site and employ and direct the labors of existing or such additional forces, equipment and plant as may in the Designer's or Awarding Authority's opinion be necessary to
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 Awarding Authority may exercise its rights under this Article at any time and from time to time without waiving any of its rights under this Contract, at law or in equity, including, without limitation, the right to deem this Contract terminated or to order the Contractor to discontinue the Work at any time thereafter. The Contractor shall continue to perform the remaining Work under this Contract even if the Awarding Authority elects to have another contractor perform a portion of the Work under this Article.

F. The Awarding Authority shall deduct the cost of any actions the Awarding Authority takes under this Article from any amount then due or which might have become due to the Contractor under this Contract had the Contractor performed as required. On demand, the Contractor shall pay the Awarding Authority any amount by which the cost of completing all or any portion of the Work exceeds the amount attributable to that Work under the Contract Documents. The Awarding Authority's sole goal will be to complete the Work that it elects to complete within the time limits stated in the Contract or at the earliest possible date thereafter. Consequently, the Awarding Authority shall have no obligation to obtain competitive bids or the lowest cost for completing the Work or any part thereof. The Awarding Authority's election to complete all or part of the Work shall not release the Contractor from any liability for failure to complete the Work as the Contract Documents require, and shall not entitle the Contractor to a claim for an increase in the Contract Price or an extension of the time for completing the Work. If the cost that the Awarding Authority incurs in completing all or any portion of the Work is less than the amount that the Contract Documents attribute to that Work, the Awarding Authority will pay or credit the difference to the Contractor, less any other costs and expenses that the Awarding Authority incurs, including the cost of supervision, and the Designer’s and attorneys' fees and costs.

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

A. If liquidated damages are specified in the Owner - Contractor Agreement, the Awarding Authority has determined that its damages as a result of Contractor's failure to complete the Work to the point at which it qualifies for the issuance of a Certificate of Agency Use and Occupancy will be difficult or impracticable to ascertain. Accordingly, if the Work is not completed to such a point by the date specified in this Contract, the Contractor shall pay to the Awarding Authority the sum designated as liquidated damages in the Contract for each and every calendar day that the Contractor is in default in completing the Work to such point. Such moneys shall be paid as liquidated damages, not as a penalty, to cover losses and expenses to the Awarding Authority and/or the User Agency resulting solely from the fact that the Work is not completed on time.

B. Similarly, if the Contract states that by a specified date a designated portion of the Work shall be prosecuted to the point at which it qualifies for the issuance of a Certificate of Agency Use and Occupancy, and if such portion has not been prosecuted to such point by said date, the Contractor shall pay to the Awarding Authority the sum designated in the Contract for each calendar day that the Contractor is in default in completing such portion of the Work to such point. Such moneys shall also be paid as liquidated damages not as a penalty, to cover
losses and expenses to the Owner resulting solely from the fact that the Work is not completed on time.

C. The Awarding Authority may recover such liquidated damages by deducting the amount thereof from any moneys due or that might become due the Contractor, and if such moneys shall be insufficient to cover the liquidated damages, then the Contractor or the Surety shall pay to the Awarding Authority the amount due.

D. Permitting the Contractor 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.

E. Liquidated damages or a portion thereof may be waived by the Awarding Authority if the Contractor submits evidence satisfactory to the Awarding Authority that the delay was caused solely by conditions beyond the control of the Contractor and that the Awarding Authority has not suffered any damages as a result of said delay.

F. Failure by the Awarding Authority to specify a sum as liquidated damages in the Owner - Contractor 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 Awarding Authority's right to recover actual damages arising from the Contractor's failure to complete the Work on time.

G. During the period when the Awarding Authority is assessing any cost associated with the failure to meet the substantial completion end date, the University of Massachusetts Amherst may create a Unilateral Change Order for an extension of dates to allow for any contractual obligations it has in association with this UMA project. This Unilateral Change Order should not in any way be construed by the contractor to be an extension to the actual contract substantial completion date.

3. Delays; Statutory Provisions (M.G.L. c. 30, s. 390).

A. Notwithstanding any provision of this Contract to the contrary, except as otherwise provided by law as set forth in paragraph B below, the Contractor shall not be entitled to increase the Contract Price or to receive damages on account of any hindrances or delays, avoidable or unavoidable; but if any delay is caused in the opinion of the Designer by the Awarding Authority, the Contractor shall be entitled to an extension of time. The length of the extension shall be sufficient in the opinion of the Designer for the Contractor to complete the Work. Although no delay shall increase the Contract Price, the Awarding Authority may require that any change in the date by which the Contractor must complete all or any part of the Work be processed on a standard Change Order form.

B. If a suspension, delay, interruption or failure to act of the Awarding Authority increases the cost of performance to any Subcontractor, that Subcontractor shall have the same rights against the Contractor with respect to such increase as the Contractor shall have against the Awarding Authority by virtue of (a) and (b) of M.G.L. c. 30, s. 390 set forth below, but nothing in provisions (a) and (b) shall alter any other rights which the Contractor or the subcontractor may have against each other. As used in the statutory language of (a) and (b) below, "contract" means this Contract, "general contractor" means the Contractor and "awarding authority" means the Awarding Authority:

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

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

4. Use and Occupancy Prior to Final Acceptance.
   A. The Contractor agrees to the use and occupancy of the Project or any portion thereof before Final Acceptance of the Work by the Awarding Authority.
   B. The Awarding Authority and the User Agency will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor’s Work provided that they do not interfere with the proper functioning of the facility.
   C. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy.
   D. Use and occupancy of any part of the Work prior to Final Acceptance by the Awarding Authority shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance (to the extent that insurance is required to be maintained after Substantial Completion) required by this Contract.

   A. When the Work, or portion thereof which the Awarding Authority agrees to accept separately has reached the state of Substantial Completion as shown on Approved payment request, the Contractor shall develop, with the participation of the Designer and the Awarding Authority, the Punch List identifying those items of unfinished or unacceptable Work that remain to be performed or corrected under the Contract.
   B. Before the Work shall be deemed completed to the point where it is ready for the issuance of a Certificate of Agency Use and Occupancy, the Contractor shall:
      (1) Provide Contractor’s proposed Punch List containing a statement of the reason for each item listed thereon;
      (2) Advise the Awarding Authority of proposed changes in insurance in accordance with the provisions of this Contract, and provide to the Awarding Authority evidence of Contractor’s Completed Operations insurance coverage to the extent required by the Contract Documents;
(3) Execute and submit a notarized warranty on a form provided by the Awarding Authority meeting the requirements of Article IX of these General Conditions of the Contract, to commence upon the date of the issuance of the Certificate of Agency Use and Occupancy for the Work or the designated portion thereof, unless otherwise provided in the Certificate of Agency Use and Occupancy;
(4) Submit signed special warranties and warranties of longer than one year as required by the Contract Documents;
(5) Submit signed maintenance agreements for all portions of the Work specified to receive maintenance after the issuance of the Certificate of Agency Use and Occupancy;
(6) Submit all preliminary record Drawings the Awarding Authority and Designer written acknowledgements from appropriate User and documents and framed data in the forms required by the Contract Documents;
(7) Complete all items required to be completed by the Department of Public Safety and obtain a Certificate of Occupancy from the Department of Public Safety (or, if the Awarding Authority is a municipality, the building department having jurisdiction) and similar releases which permit the User Agency and the Awarding Authority full and unrestricted use of the areas claimed to be ready for occupancy;
(8) Deliver specified maintenance stocks of materials, required spare parts, and all special tools furnished by manufacturers to persons designated by the Awarding Authority and obtain written receipts for same;
(9) Make final changes of lock cylinders or cores and advise the Awarding Authority of the change of project security responsibility;
(10) Complete start-up of systems and instruct User Agency personnel on proper operation and routine maintenance of all systems and equipment; obtain and submit to Agency personnel that start-up and instruction have been completed;
(11) Remove all remaining temporary facilities that are no longer needed, surplus materials, and debris; (the Contractor shall not remove construction offices and trailers without the prior Approval of the Awarding Authority);
(12) Submit final utility meter readings and similar information and advise the User Agency and the Awarding Authority of the change of responsibility for utility charges and payments upon the issuance of the Certificate of Agency Use and Occupancy;
(13) Complete final clean-up of all Work, restoration of damaged finishes, and replacement of all damaged and broken glass not listed on the Contractor's Punch List.
(14) Complete such other items as may be called for in the Supplementary General Conditions, if any, or in the Specifications.

C. After completing the items specified in subsection A above, the Contractor shall make a written request for the Designer's inspection for a Certificate of Agency Use and Occupancy in accordance with the Contract Documents. The Designer shall review the submittals and the Work and shall either 1) have a state building official sign a Certificate of Agency Use and Occupancy or 2) notify the Contractor of incomplete and/or incorrect Work that must be completed and corrected prior to the issuance of the Certificate of Agency Use and Occupancy. The Designer shall notify the Contractor of any additions to the Punch List. In connection with
the execution of the Certificate of Agency Use and Occupancy the Designer shall assign dollar values to each item on the Punch List. Failure to include any incomplete or defective item on the Punch List shall not relieve the Contractor of the obligation to complete all Work in accordance with the Contract Documents.

6. **Final Acceptance of the Work.**

   **A. Prerequisites for Final Acceptance.** After the issuance of a Certificate of Agency Use and Occupancy for the entire Work, and after the Contractor has completed all of the Work required by this Contract, including Change Orders and Punch List Items, the Contractor shall submit the following completed items to the Awarding Authority together with such additional items as may be specified in the Contract Documents:

   (1) A completed Final Application for Payment showing a final accounting of all changes in the Work, on the form provided by the Awarding Authority.
   (2) Certification and satisfactory evidence that all taxes, fees, and similar obligations have been paid.
   (3) Consent of the Surety to Final Payment executed by applicable bonding companies.
   (4) Certified copy of the Punch List stating that the Contractor has completed or corrected every item listed.
   (5) Evidence of Contractor's continuing Completed Operations Insurance coverage to the extent required by the Contract Documents.
   (6) All final record Drawings and documents in the forms specified by the Contract Documents.
   (7) A notarized certification that all purchases made under the tax exemption certificate were legitimate and entitled to exemption.
   (8) Written certifications from the Department of Public Safety (or if the Awarding Authority is a municipality, the building department having jurisdiction) and the Designer to the effect that: a) the Work has been inspected for compliance with the Contract Documents and has satisfied the Department of Public Safety; b) all equipment and systems included in the Work have been tested in the presence of the Designer and are operational and satisfactory; c) the Work is completed and ready for final inspection.
   (9) Such other items as may be required by the Contract Documents.

   **B. Reinspection; Final Acceptance.** After notification from the Contractor that all remaining contract exceptions, omissions and inclusions have been completed (with the exception of Contractor's continuing warranty, insurance, indemnification, and such other obligations as are intended by the terms of the Contract Documents to extend beyond the date of Final Acceptance), the Awarding Authority and the Designer shall inspect the Work to verify the completion of the same. If the Work is satisfactory, the Awarding Authority shall prepare a Certificate of Final Acceptance or shall notify Contractor of items which remain to be completed prior to Final Acceptance.
7. **One-Year Warranty Repair List and Inspection.**

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

**ARTICLE VII: CHANGES IN THE WORK**

**1. Change Orders Generally.**
   A. No changes in the Work shall be made in absence of a Change Order defined in Article I of these General Conditions of the Contract, directing the Contractor to perform such changes. A request for a change in the provisions of this Contract may be submitted to the Awarding Authority by the Contractor, Designer, Project Manager, Resident Engineer or User Agency. The request must be made in writing and in accordance with the provisions of this Contract, Laws, and the procedures of the Awarding Authority.
   B. A Change Order may be issued by the Awarding Authority for 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.
   C. The Contractor shall immediately perform any Change Order work that is ordered by the Awarding Authority.
   D. Whenever a Change Order is issued and said Change Order will cause a change in the Contractor’s cost, the Contractor or the Awarding Authority may request an equitable adjustment in the Contract Price. A request for such an adjustment 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 within 10 days, thereafter.
   E. The Awarding Authority and the Contractor shall negotiate in good faith an agreement on an equitable adjustment in the Contract Price, and/or time if appropriate, before commencement of the pertinent work or as soon thereafter as is possible. In the absence of an agreement for an equitable adjustment, the Awarding Authority shall unilaterally determine the costs attributable to the change and provide the Contractor with a written notice to that effect. The Contractor may appeal the decision of the Awarding Authority within thirty days of receipt of said notice, to the chief executive official of the Awarding Authority or his designee, and the Contractor shall have the right to such further appeal as is provided in M.G.L. c.30, s. 39Q set forth in Section 4.D of this Article VII. However, if the Contractor shall exercise its rights to appeal the decision of the Awarding Authority as aforesaid, the Contractor shall be required to engage in the mandatory mediation procedures set forth in Section 5 of this Article VII.
   F. During the negotiation of an equitable adjustment in the Contract Price, the Contractor shall, if requested, provide the Awarding Authority with all cost and pricing data used by him in computing the amount of the equitable adjustment, and the Contractor shall certify that the
pricing data used was accurate, complete and current. If the Awarding Authority subsequently
determines that the data submitted by the Contractor was incomplete, incorrect or not current,
the Awarding Authority may exclude such data from consideration under the equitable
adjustment request.


A. Equitable adjustments in the Contract Price shall be determined according to one of the
following methods, or a combination thereof, as determined by the Awarding Authority: (1)
fixed price basis, provided that the fixed price shall be inclusive of items (a) through (e) 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 minimum 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 Contractor 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 20% of the amount of (a) above for overhead,
superintendence and profit; (In the case of Item 1 work, which is the work of the
Contractor and all his non-filed Subcontractors, said 20% allowance shall be paid to the
Contractor and said non-filed Subcontractors shall agree upon the distribution of this
amount as a matter of contract between them. In the case of Item 2 work, which is work
performed by a Subcontractor filed pursuant to M.G.L. c. 149, s. 44F, said 20% allowance
shall be paid to the filed Subcontractor, it being understood that this provision does not
apply to other Subcontractors including sub-Subcontractors listed under paragraph E of the
form for sub-Bid);

(d) plus, for work performed by a Subcontractor filed pursuant to M.G.L. c. 149, s.
44F, an additional allowance equal to 7% of the sum of (a) through (c) above as full
compensation to the Contractor for processing forms and assuming full responsibility for
the faithful performance of such work by said filed Subcontractor(s);

(e) plus (or minus) the actual direct additional premium costs and expenses incurred
as a result of collective bargaining agreements or other agreements between organized
labor and employers, and plus (or minus) the actual direct premium cost of payment and
performance bonds required of Contractor and filed Subcontractors for this Contract.

B. If the net change is an addition to the Contract Price, it shall include the Contractor’s
overhead, superintendence and profit. On any change that involves a net credit, no allowance
for overhead, superintendence and profits shall be included. For any change that does not
include labor performed or materials installed in the project, there will be no markup for the
Contractor’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. Statutory Contract adjustments made under the provisions of M.G.L. c. 149, s.44F shall not be considered Change Orders and shall not entitle the Contractor to any adjustments for overhead, profit, and superintendence, although the Awarding Authority may require that such Contract adjustments be processed on standard Change Order and equitable adjustment forms.

The Contractor agrees to perform all Work as directed by the Awarding Authority, and if the Project Manager determines that certain Work that the Contractor believes to be or to warrant a Change Order under this Article does not represent a change in the Work, the Contractor shall perform said Work. The Contractor shall be deemed to have concurred with the Project Manager’s determination as aforesaid unless the Contractor shall perform Work under protest in compliance with the following sub-paragraphs (1) and (2) below:

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

(2) On or before the second working day after the commencement of such work or the sustaining of such damage, and daily thereafter, the Contractor shall file to the extent possible with the Resident Engineer, the Designer, and the Awarding Authority, itemized statements of the details and costs of such work performed or damage sustained. The Contractor shall use the DCAM Daily Time and Materials Report found in DCAM Form 13 to record all labor and material used. If the Contractor shall fail to make such statements to the extent possible, then the Contractor shall not be entitled to additional compensation for any such work or damages.


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

D. Change Order / Contract Interpretation Appeal Procedure (M.G.L. c. 30, s. 39Q): The following provisions apply to every contract awarded by any state agency as defined by M.G.L. c. 7, s. 39A for the construction, reconstruction, alteration, remodeling, repair or demolition of any capital facility as defined by the aforesaid section 39A:

"(a) Disputes regarding changes in and interpretations of the terms or scope of the contract and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures, which shall constitute the exclusive method for resolving such disputes. Written notice of the matter in dispute shall be submitted promptly by the claimant to the chief executive official of the state agency which awarded the contract or his designee. No person or business entity having a contract with a state agency shall delay, suspend, or curtail performance under that contract as a result of any dispute subject to this section. Any disputed order, decision or action by the agency or its authorized representative shall be fully performed or complied with pending resolution of the dispute."
“(b) Within thirty days of submission of the dispute to the chief executive official of the state agency or his designee, he shall issue a written decision stating the reasons therefore, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within thirty days, he shall notify the parties to the dispute in writing of the reasons why a decision cannot be issued within thirty days and of the date by which the decision shall issue. Failure to issue a decision within the thirty-day period or within the additional time period specified in such written notice shall be deemed to constitute a denial of the claim and shall authorize resort to the appeal procedure described below. The decision of the chief executive official or his/her designee shall be final and conclusive unless an appeal is taken as provided below.

“(c) Within twenty-one calendar days of the receipt of a written decision or of the failure to issue a decision as stated in the preceding subparagraph, any aggrieved party may file a notice of claim for an adjudicatory hearing with the division of hearing officers or the aggrieved party may file an action directly in a court of competent jurisdiction and shall serve copies thereof upon all other parties in the form and manner prescribed by the rules governing the conduct of adjudicatory proceedings of the division of hearing officers. In the event an aggrieved party exercises his option to file an action directly in court as provided in the previous sentence, the twenty-one day period shall not apply to such filing and the period of filing such action shall be the same period otherwise applicable for filing a civil action in superior court. The appeal shall be referred to a hearing officer experienced in construction law and shall be prosecuted in accordance with the formal rules of procedure for the conduct of adjudicatory hearings of the division of hearing officers, except as provided below. The hearing officer shall issue a final decision as expeditiously as possible, but in no event more than one hundred and twenty calendar days after conclusion of the adjudicatory hearing, unless the decision is delayed by a request for extension of time for filing post-hearing briefs or other submissions assented to by all parties. Whenever, because an extension of time has been granted, the hearing officer is unable to issue a decision within one hundred and twenty days, s/he shall notify all parties of the reasons for the delay and the date when the decision will issue. Failure to issue a decision within the one hundred and twenty-day period or within the additional period specified in such written notice shall give the petitioner the right to pursue any legal remedies available to him without further delay.

“(d) When the amount in dispute is less than ten thousand dollars, a contractor who is party to the dispute may elect to submit the appeal to a hearing officer experienced in construction law for expedited hearing in accordance with the informal rules of practice and procedure of the division of hearing officers. An expedited hearing under this subparagraph shall be available at the sole option of the contractor. The hearing officer shall issue a decision no later than sixty days following the conclusion of any hearing conducted pursuant to this subparagraph. The hearing officer’s decision shall be final and conclusive, and shall not be set aside except in cases of fraud.”

5. Mandatory Mediation.

In the case of every dispute where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is $50,000 or more and the Contractor appeals the decision of the chief executive officer of the Awarding Authority or his designee described in Section 4.B above, the Awarding Authority and the Contractor shall engage in good faith in a non-binding
mediation process, which process shall be concluded within sixty days from the date that the Contractor files an appeal from said decision as provided in Section 4.B above. In the case of such disputes where the dollar amount in dispute (or the estimated dollar value of the extension of time in dispute) is $500,000 or more, the parties shall, if the mediation process fails, submit the dispute to a third-party Neutral or Dispute Review Board which shall within sixty days render a non-binding advisory opinion. Unless the parties have previously agreed in writing to a process for submitting disputes to mediation or a Dispute Review Board, the Awarding Authority shall determine in its reasonable discretion the procedures to be followed and shall give the Contractor notice of the same in writing within 7 days of the date that the Awarding Authority receives notice of the Contractor's appeal from the decision of the chief executive officer of the Awarding Authority or his designee. The cost of the services of any mediator selected by one party to this Contract shall be borne by the party making the selection. The cost of the services of any mediator selected jointly by the parties to this Contract or jointly by mediators selected by the parties to this Contract shall be borne equally by the Contractor and the Awarding Authority.

ARTICLE VIII: PAYMENT PROVISIONS

1. Schedule of Values.
Before the first application for payment the Contractor shall submit to the Designer and the Awarding Authority a schedule of values allocated to various portions of the Work in sufficient detail to reflect the various major components of each trade (with filed Subcontractors as well as MBE/WBE noted), including quantities when requested, aggregating the total Contract Price and divided so as to facilitate payments for work under each section of the Specifications. The schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Designer or the Awarding Authority may require. Each item in the schedule shall include its proper share of overhead and profit. When Approved by the Designer and the Awarding Authority, it shall constitute the Schedule of Values and shall be used only as a basis for the Contractor's requests for payments.

2. Payment Liabilities of Contractor.

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

B. If the Work (or a portion thereof) is not completed to Substantial Completion and the Contractor has not satisfied the requirements for the issuance of a Certificate of Agency Use and Occupancy by the date specified in Article 2 of the Owner - Contractor Agreement, the Contractor shall pay to the Owner liquidated damages as provided in Article VI, Section 2 of these General Conditions of the Contract.
3. Retention of Moneys by Awarding Authority.

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

B. The Contractor shall each week examine all claims so filed, and if the same are in any respect incorrect or do not correctly show the amount due from the Contractor to the claimant for such labor and materials, the Contractor shall forthwith file with the Awarding Authority a separate written statement of all inaccuracies in each claim and of the correct amount due from the Contractor to each claimant therefore, and shall immediately file a statement of all payments thereafter made to such claimants. Each such statement shall be sworn to and contain a detailed breakdown required by M.G.L. c. 30 s. 39F(d) and (e). Unless such statements are so filed by the Contractor the amount shown by the claims filed shall at the option of the Awarding Authority be conclusively deemed to be the accurate amount due from the Contractor therefore in all accounting with the Awarding Authority. If the moneys retained under this Contract are insufficient to pay the sums found by the Awarding Authority to be due under the claims for labor and materials filed as aforesaid, the Awarding Authority may, at its discretion, pay the same, and the Contractor shall repay to the Awarding Authority all sums paid out. The Awarding Authority may also at its discretion use any moneys retained, due or to become due under this Contract, for the purpose of paying for both labor and materials used or employed in the Work for which claims have not been filed with the Awarding Authority.

C. No moneys retained under the provisions of this Article shall be held to be statutory security for the payment of claims filed in accordance with the provisions of M.G.L. c. 149, s. 29, as amended, for which security is provided by bond.

4. Applications for Payment.

A. The Contractor shall, once in each month for the preceding months, on the day of the month corresponding to the day of the month specified in the Notice to Proceed referenced in Article 2 of the Owner - Contractor Agreement, on forms provided and in the manner prescribed by the Awarding Authority, submit to the Awarding Authority a statement showing the total amount of Work done to the time of such estimate and the value thereof as approved by the Resident Engineer and the Designer. It shall be the sole responsibility of the Contractor to deliver or cause to be delivered to the Resident Engineer (the "designee" as
provided by M.G.L. c. 30, s. 39K), said periodic estimate in proper form, approved as provided above and arithmetically correct. All periodic estimates shall contain such certifications and other evidence supporting the Contractor's right to payment as the Awarding Authority may require, including without limitation, lien waivers and other evidence, on such forms as the Awarding Authority may require, establishing that title to the equipment or materials is unencumbered and has been transferred to the Owner. If there is no Resident Engineer assigned to the Contract, the Designer shall be the designee. If there is neither a Resident Engineer nor a Designer the designee shall be a person designated by the Awarding Authority at the project field office or alternatively the home office of the Awarding Authority. The Contractor shall include in such periodic estimate only such materials as are incorporated in the Work, except as provided in paragraph C below. The Awarding Authority shall retain five percent of such estimated value as part security for the completion of the Work and shall pay to the Contractor while carrying on the Work the balance not retained as aforesaid, subject to the Approval of the Awarding Authority after deducting therefrom all previous payments and all sums to be kept under the provisions of this Contract.

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

C. The Contractor may include in a periodic estimate the value of materials or equipment delivered at the Site (or at some location agreed to in writing) only upon delivery to the Awarding Authority of: (1) an acceptable transfer of title on the form provided by the Awarding Authority; (2) written certification by the Contractor (or applicable subcontractor) on the form provided by the Awarding Authority that the Contractor (or the Subcontractor which executed the transfer of title) is the lawful owner and that the materials or equipment are free from all encumbrances, accompanied by receipted invoices or other acceptable proof of prior payment for such materials; (3) a stored materials insurance binder that covers the materials for which payment is requested, that names the Owner as an insured party should the stored materials be subjected to any casualty, loss, or theft prior to their inclusion in the Work. The material(s) or equipment must, in the judgment of the Designer (1) meet the requirements of the Contract, including prior shop drawing, product data, and sample approval, (2) be ready for use, and (3) be properly stored by the Contractor and be adequately protected until incorporated into the Work. See also Article V.5.C of these General Conditions of the Contract concerning the cost of inspections.

D. The Awarding Authority may make changes in any periodic estimate submitted by the Contractor in accordance with M.G.L. c.30, s. 39K (see below) and the payment due shall be
computed in accordance with the changes so made. The provisions of said section 39K shall
govern payments on which the Awarding Authority has made changes.

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

F. The Contractor and all Subcontractors furnishing labor on this Contract agree to furnish
certified payroll reports, at no additional expense to the Awarding Authority. The Awarding
Authority may at all reasonable times audit such reports.

5. Periodic Payments (M.G. L. c. 30, s. 39K).
The Awarding Authority shall make payment to the Contractor in accordance with M.G.L. c. 30, s.
39K, which provides as follows:

"Within fifteen days (30 days in the case of the commonwealth, including local housing
authorities) after receipt from the contractor, at the place designated by the awarding
authority if such a place is so designated, of a periodic estimate requesting payment of the
amount due for the preceding month, the awarding authority will make a periodic payment
to the contractor for the work performed during the preceding month and for the materials
not incorporated in the work but delivered and suitably stored at the site (or at some
location agreed upon in writing) to which the contractor has title or to which a
subcontractor has title and has authorized the contractor to transfer title to the awarding
authority upon certification by the contractor that he is the lawful owner and that the
materials are free from all encumbrances, but less (1) a retention based on its estimate of
the fair value of its claims against the contractor and less (2) a retention for direct
payments to subcontractors based on demands for same in accordance with the provisions
of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved
amount of the periodic payment. After the receipt of a periodic estimate requesting final
payment and within sixty-five days after (a) the contractor fully completes the work or
substantially completes the work so that the value of the work remaining to be done is, in
the estimate of the awarding authority, less than one percent of the original contract price,
or (b) the contractor substantially completes the work and the awarding authority takes
possession for occupancy, whichever occurs first, the awarding authority shall pay the
contractor the entire balance due on the Contract less (1) a retention based on its estimate
of the fair value of its claims against the contractor and of the cost of completing the
incomplete and unsatisfactory items of work and less (2) a retention for direct payments to
subcontractors based on demands for same in accordance with the provisions of section
thirty-nine F, or based on the record of payments by the contractor to the subcontractors
under this contract if such record of payment indicates that the contractor has not paid
subcontractors as provided in section thirty-nine F. If the awarding authority fails to make
payment as herein provided, there shall be added to each such payment daily interest at
the rate of three percentage points above the rediscountrate than charged by the Federal
Reserve Bank of Boston commencing on the first day after said payment is due and
continuing until the payment is delivered or mailed to the contractor; provided, that no
interest shall be due, in any event, on the amount due on a periodic estimate for final
payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt
of such period estimate from the contractor, at the place designated by the awarding
authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the change so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

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

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

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

6. Payment of Subcontractors (M.G.L. c. 30, s. 39F).
The Contractor 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 awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

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

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

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

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

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

(h) The awarding authority shall deduct from payments to a General contractor amounts which, together with the deposits in interest bearing accounts pursuant to subparagraph (6) are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.
(i) If the subcontractor does not receive payment as provided in subparagraph (1) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (1), the subcontractor may demand direct payment by following the procedure in subparagraph (4) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h)."

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

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

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

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

7. Contracts for Public Works Governed by M.G.L. c. 30, s. 39G:

The following statutory provision applies only to contracts for public works governed by M.G.L. c. 30, s. 39G: “Upon substantial completion of the work required by a contract with the commonwealth, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair or improvement of public ways, including bridges and other highway structures, sewers and, water mains, airports and other public works, the contractor shall present in writing to the awarding authority its certification that the work has been substantially completed. Within twenty-one days thereafter, the awarding authority shall present to the contractor either a written declaration that the work has been substantially completed or an itemized list of incomplete or unsatisfactory work items required by the contract sufficient to demonstrate that the work has not been substantially completed. The awarding authority may include with such list a notice setting forth a reasonable time, which shall not in any event be prior to the contract completion date, within which the contractor must achieve substantial completion of the work. In the event that the awarding authority fails to respond, by presentation of a written declaration or itemized list as aforesaid, to the contractor’s certification within the twenty-one day period, the contractor’s certification shall take effect as the awarding authority’s declaration that the work has been substantially completed. Within sixty-five days after the effective date of a declaration of a substantial completion, the awarding authority shall prepare and forthwith send to the contractor for acceptance a substantial completion estimate for the quantity and price of the work done and all but one percent retainage on that work, including quantity, price and all but one percent retainage for the undisputed part of each work item and extra work item in dispute but excluding the disputed part thereof, less the estimated cost of completing all incomplete and unsatisfactory work items and less the total periodic payments made to date for the work. The awarding authority also shall deduct from the substantial completion estimate an amount equal to the sum of all demands for direct payments filed by subcontractors and not yet paid to subcontractors or deposit d in joint accounts pursuant to section thirty-nine F, but no contract subject to said section thirty-nine F shall contain any other provision authorizing the awarding authority to deduct any amount by virtue of claims asserted against the Contract by subcontractors, material suppliers or others.

If the awarding authority fails to prepare and send to the contractor any substantial completion estimate required by this section on or before the date herein above set forth, the awarding authority shall pay to the contractor interest on the amount which would have been due to the
contractor pursuant to such substantial completion estimate at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston from such date to the date on which the awarding authority sends that substantial completion estimate to the contractor for acceptance or to the date of payment therefor, whichever occurs first. The awarding authority shall include the amount of such interest in the substantial completion estimate.

Within fifteen days after the effective date of the declaration of substantial completion, the awarding authority shall send to the contractor by certified mail, return receipt requested, a complete list of all incomplete or unsatisfactory work items, and, unless delayed by causes beyond his control, the contractor shall complete all such work items within forty-five days after the receipt of such list or before the then contract completion date, whichever is later. If the contractor fails to complete such work within such time, the awarding authority may, subsequent to seven days’ written notice to the contractor by certified mail, return receipt requested, terminate the contract and complete the incomplete or unsatisfactory work items and charge the cost of same to the contractor.

Within thirty days after receipt by the awarding authority of a notice from the contractor stating that all of the work required by the contract has been completed, the awarding authority shall prepare and forthwith send to the contractor for acceptance a final estimate for the quantity and price of the work done and all retainage on that work less all payments made to date, unless the awarding authority’s inspection shows that work items required by the contract remain incomplete or unsatisfactory, or that documentation required by the contract has not been completed. If the awarding authority fails to prepare and send to the contractor the final estimate within thirty days after receipt of notice of completion, the awarding authority shall pay to the contractor interest on the amount which would have been due to the contractor pursuant to such final estimate at the rate hereinabove provided from the thirtieth day after such completion until the date on which the awarding authority sends the final estimate to the contractor for acceptance or the date or payment therefore, whichever occurs first, provided that the awarding authority’s inspection shows that no work items required by the contract remain incomplete or unsatisfactory. Interest shall not be paid hereunder on amounts for which interest is required to be paid in connection with the substantial completion estimate as hereinabove provided. The awarding authority shall include the amount of the interest required to be paid hereunder in the final estimate.

The awarding authority shall pay the amount due pursuant to any substantial completion or final estimate within thirty-five days after receipt of written acceptance for such estimate from the contractor and shall pay interest on the amount due pursuant to such estimate at the rate hereinabove provided from that thirty-fifth day to the date of payment. Within 15 days, 30 days in the case of the commonwealth, after receipt from the contractor, at the place designated by the awarding authority, if such place is designated, of a periodic estimate requesting payment of the amount due for the preceding periodic estimate period, the awarding authority shall make a periodic payment to the contractor for the work performed during the preceding periodic estimate period and for the materials not incorporated in the work but delivered and suitably stored at the site, or at some location agreed upon in writing, to which the contractor...
has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, upon certification by the contractor that he is the lawful owner and that the materials are free from all encumbrances. The awarding authority shall include with each such payment interest on the amount due pursuant to such periodic estimate at the rate herein above provided from the due date. In the case of periodic payments, the contracting authority may deduct from its payment a retention based on its estimate of the fair value of its claims against the contractor, a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and a retention to secure satisfactory performance of the contractual work not exceeding five per cent of the approved amount of any periodic payment, and the same right to retention shall apply to bonded subcontractors entitled to direct payment under section thirty-nine F of chapter thirty; provided, that a five per cent value of all items that are planted in the ground shall be deducted from the periodic payments until final acceptance.

No periodic, substantial completion or final estimate or acceptance or payment thereof shall bar a contractor from reserving all rights to dispute the quantity and amount of, or the failure of the awarding authority to approve a quantity and amount of all or part of any work item or extra work item.

Substantial completion, for the purposes of this section, shall mean either that the work required by the contract has been completed except for work having a contract price of less than one percent of the then adjusted total contract price, or substantially all of the work has been completed and opened to public use except for minor incomplete or unsatisfactory work items that do not materially impair the usefulness of the work required by the contract”

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

**ARTICLE IX. GUARANTEES AND WARRANTIES**
1. **General Warranty.**

If at any time during the period of one (1) year from the date of the issuance of the Certificate of Agency Use and Occupancy by the Awarding Authority or the date of Final Acceptance, whichever occurs first, any part of such Work shall in the reasonable opinion of the Awarding Authority be defective or require replacing or repairing, or damage to other property of the Owner is caused by any defect in the Work, the Awarding Authority shall notify the Contractor in writing to make the required repairs or replacements and repair such damage. If the Contractor shall neglect to commence such repairs or replacements to the satisfaction to the Awarding Authority within ten (10) days from the date of the giving of such notice, then the Awarding Authority may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Awarding Authority all amounts which it expends for such repairs, replacements, and/or damages. During this one-year guarantee period any corrective work shall be performed under all the applicable terms of this Contract, and if Change Orders are issued in accordance with the terms of this Contract, the Contractor 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 Contractor'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 Contractor may be made, or in the case of guarantees and warranties which originate with a subcontractor’s section of the Work, before final payment for the amount of that subtrade or for the phase of Work to which the guarantee or warranty relates.

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

**ARTICLE X: MISCELLANEOUS LEGAL REQUIREMENTS.**

1. **Contractor to be Informed.**

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

2. **Compliance with all Laws.**

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

   A. **Corporate Disclosures.** The Contractor, if a foreign corporation, shall comply with M.G.L. c. 181, s. 3 and s. 5, and M.G.L. c. 30, s.39L.
**A ½. Employment Eligibility Verification.** The Contractor shall comply with Federal Department of Homeland Security Requirements in hiring any and all “Employees” to be employed in the Project who are required to be listed in the certified payroll reports for the Project. Such compliance shall include, but not be limited to the faithful completion of the Federal Department of Homeland Security Form I-9 process by the Contractor for each of its Employees. The Contractor shall execute a Certificate of Compliance with Employment Eligibility Verification Requirements (I-9 Certificate) with the execution of its Contract. The Contractor shall require each of its subcontractors and sub subcontractors to execute and provide to Contractor an I-9 Certificate with the execution of each subcontract, and Contractor shall immediately provide a copy to Awarding Authority. Contractor acknowledges that the weekly workforce report form contained in the contract documents, which must be submitted by the Contractor on a weekly basis, contains a statement that the Form I-9 process was faithfully completed for all employees listed on the weekly certified payroll report. By the signature of the Contractor’s Authorized Signatory on the I-9 Certificate, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

**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 Contractor shall comply with M.G.L. c. 149, s. 26-7H. The prevailing wage schedule is found in Exhibit A to the Instructions to Bidders, listing the prevailing minimum wage rates that must be paid to all workers employed in the Work. The Awarding Authority is not responsible for any errors, omissions, or misprints in 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. 27 yearly review of wage rates. The Contractor shall not have any claim for extra compensation from the Owner if the actual wages paid to workers employed in the Work exceeds the rates listed on the schedule or as otherwise provided by law. The Contractor shall cause a copy of said Schedule to be kept in a conspicuous place at the Site during the term of the Contract. If reserve police officers are employed by the Contractor, they shall be paid the prevailing wage of regular police officers. (See M.G.L c.149, s. 34B).

**D. Payroll Records and Statement of Compliance.** The Contractor shall comply and shall cause its Subcontractors to comply with Massachusetts General Law c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on the a project for
which the prevailing wage rates have been provided. The Contractor and all Subcontractors shall keep these records and preserve them for a period of three years from the date of completion of the Contract. Such records shall be open to inspection by any authorized representative of the Owner at any reasonable time, and as often as may be necessary. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the Awarding Authority. In addition, the Contractor 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 Awarding Authority.

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 Contractor 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 Contractor 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 Contractor, subcontractor or other person doing or contracting to do the whole or part of the Work shall be required or permitted to work more than eight 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 Contractor 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 Contractor 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 Contractor nor his agents or employees shall, either directly or indirectly, require as a condition of the employment of any person that the employee shall lodge, board or trade at a particular place or with a particular person.

I. **Truck Rates.** The use by the Contractor of trucks or other motor vehicles hired from either common or contract motor carriers in the course of performance of this Contract is subject to such minimum rates and charges, and rules and regulations as may from time to time be promulgated by the Department of Public Utilities of the Commonwealth of Massachusetts or other agency of the State of Federal government which may be authorized by law to set rates or otherwise regulate the use of such vehicles. The Contractor expressly assumes the risk of any additional expense, inclusive of fuel charges for use of common or contract motor carrier and trucks owned 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.

J. **Anti-Boycott Covenant (Executive Order #130).** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by M.G.L. c. 151E, s. 2. If there shall be a breach in the
warranty, representation or agreement contained in this paragraph, then without limiting such other rights as it may have the Awarding Authority shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the Ownership interests of the Contractor; or which directly or indirectly owns at least 51% of the Ownership interests of the Contractor.

K. **Contractor's Agreements with Suppliers--Anti-Boycott Provisions.**
   
   (1) The Contractor shall not purchase or rent any materials, equipment, machinery, vehicles, or supplies for or in connection with the Work from any person or entity who does not sign, under pains and penalties of perjury, a certificate that recites: "The undersigned warrants, represents and agrees that during the time its agreement with {insert contractor's name} is in effect for materials, supplies or equipment to be used in connection with the {insert the name of the Awarding Authority} Project No. {insert project number}, neither the undersigned or any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the undersigned or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the undersigned; or which directly or indirectly owns at least 51% of the ownership interests of the undersigned."

   (2) The Awarding Authority shall not be obligated to pay the Contractor for the cost of any materials, supplies, or equipment purchased or rented from any individual or entity from whom the Contractor has not previously obtained and delivered to the Awarding Authority the certificate that the previous paragraph requires. The Contractor will immediately terminate its contract with any supplier who breaches the warranty, representation and agreement contained in the previous paragraph.

   (3) The Contractor shall include in the Contractor's agreement with any person or entity from whom the Contractor intends to purchase or rent any materials, equipment, machinery, vehicles or supplies for or in connection with the Work, (a) a notice that this Contract obligates the Contractor to terminate the supply contract upon discovery of such breach of the sworn certificate delivered under subparagraph (1) and such termination shall be without liability to the Contractor or the Awarding Authority and (b) a provision which states: "The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other compilations of the undersigned vendor which pertain to the performance and requirements of this agreement to provide materials of any nature to the undersigned contractor in connection with State Project No. (insert project number)."

L. **Access to Contractor's Records (Executive Order #195).** The Governor or his designee, the secretary of administration and finance, and the state auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other
compilations of data of the Contractor which pertain to the performance and requirements of this Contract.

**M. Northern Ireland - M.G.L. c. 7 § 22C.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**ARTICLE XI: CONTRACTOR'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 any person, corporation, partnership, joint venture, sole proprietorship, or other entity awarded a Contract pursuant to M.G.L. c. 30, s. 39M, M.G.L. c. 149, s. 44A-J, and M.G.L. c. 7, s. 30B-P.
- "Contract" means any Contract awarded or executed pursuant to M.G.L. c. 30, s. 39M, M.G.L. c. 149, s.44A-J, and M.G.L. c. 7, s. 30B-P, 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 aspect to a particular person, appropriate consideration should be given to all relationships between the accountant and that person or any affiliate thereof. Determination of an accountant's independence shall not be confined to the relationships existing in connection with the filing of reports with the awarding authority.
- "Records" means books of original entry, accounts, checks, bank statements and all other banking documents, correspondence, memoranda, invoices, computer printouts, tapes, discs, papers and other documents or transcribed information of any type, whether expressed in ordinary or machine language.
- "Audit", when used in regard to financial statements, means an examination of records by an independent certified public accountant in accordance with generally accepted accounting principles and auditing standards for the purpose of expressing a certified opinion thereon, or, in the alternative, a qualified opinion or a declination to express an opinion for stated reasons or other person or persons primarily responsible for the financial and operational policies and practices of the Contractor.

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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, DCAM, and the Awarding Authority shall have the right to examine any books, documents, papers or records of the Contractor and Subcontractors that directly pertain to, and involve transactions relating to the Contractor and Subcontractors.
   C. The Contractor shall describe any change in the method of maintaining records or recording transactions which materially affects any statements filed with the Awarding Authority including the date of the change and reasons therefore, 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.

   A. The Contractor shall file with the Awarding Authority a statement of management as to whether the system of internal accounting controls of the Contractor and its subsidiaries reasonably assures that:
      (1) transactions are executed in accordance with management's general and specific authorization;
      (2) transactions are recorded as necessary to: (a) permit preparation of financial statements in conformity with generally accepted accounting principles, and (b) to maintain accountability for assets;
      (3) access to assets is permitted only in accordance with management's general or specific authorization; and
      (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.
   B. The Contractor shall file with the Awarding Authority a statement prepared and signed by an independent certified public accountant, stating that the accountant has examined the statement of management on internal accounting controls, and expressing an opinion as to:
      (1) whether the representations of management in response to 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 DCAM 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 DCAM 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 that induced the Awarding Authority to enter into this Contract (the "Bid Pricing Materials") for at least six years after the Awarding Authority makes final payment under this Contract.
ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

This Contract includes the provisions of the Awarding Authority's "Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Program" attached as Appendix A to these General Conditions of the Contract and incorporated herein by reference.

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

This Contract includes the provisions of the Awarding Authority's program relating to Goals for Participation by Minority Business Enterprises and Women Business Enterprises attached as Appendix B to these General Conditions of the Contract and incorporated herein by reference.

ARTICLE XIV: INSURANCE REQUIREMENTS

1. Insurance Generally.
   A. The Contractor shall take out and maintain the insurance coverage listed in this Article with respect to the operations as well as the completed operations of this Contract. This insurance shall be provided at the Contractor's expense and shall be in full force and effect for the full term of the Contract or for such longer period as this Article requires.
   B. All policies shall be written on an occurrence basis and be issued by companies authorized to write that type of insurance under the laws of the Commonwealth and rated in Best's Insurance Guide (or any successor thereto or replacement thereof) as having a general policy holder rating of "A" or better and a financial rating of at least "9" or otherwise acceptable to the Awarding Authority.
   C. Contractor shall submit three originals of each certificate of insurance, acceptable to the Awarding Authority, simultaneously with the execution of this Contract. Certificates shall show the Awarding Authority and the Owner as an additional insured as to all policies of liability insurance and shall state that Contractor has paid all premiums and that none of the coverage shall be cancelled, terminated, or materially modified unless and until 30 days prior notice is given in writing to the Awarding Authority. The awarding authority is the University of Massachusetts, and the owner is the University of Massachusetts Amherst or other instrumentality that will own the work including but not limited to the following: UMBU and the Commonwealth. Contractor shall submit updated certificates prior to the expiration of any of the policies referenced in the certificates so that the Awarding Authority shall at all time possess certificates indicating current coverage. Certificates shall indicate that the contractual liability coverage, and Contractor’s Protective Liability coverage is in force. Certificates shall include specific acknowledgment that the following coverage are included in the policies:
      - Contractual liability
      - Contractor’s protective
      - Owner as additional insured by form CG2010 (11/85 ed.) to the general liability
      - Owner as additional insured to automobile liability, umbrella liability, and pollution liability
      - General Liability is endorsed with CG2404, Waiver of Subrogation, in favor of the Owner
— Builder’s Risk or Installation Floater includes Owner, Contractor and subcontractors of any tier as named insured. Builder’s Risk or Installation floater is on an All Risk basis including earthquake and flood.

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

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

2. Contractor’s Commercial General Liability.
   A. The Contractor shall provide the following minimum general liability coverage with respect to the operations performed by Contractor and any employee, subcontractor, or supplier, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:
      
      | Coverage                          | Amount                        |
      |----------------------------------|-------------------------------|
      | Bodily Injury &                  | $1,000,000 each occurrence   |
      | Property Damage                  | $2,000,000 general aggregate, per project |
      | Products & Completed Operations  | $1,000,000 annual aggregate  |
      | Personal & Advertising Injury    | $1,000,000 each occurrence   |
      | Medical Expenses                 | $10,000                       |

   B. This policy shall include coverage relating to explosion, collapse, and underground property damage.
   
   C. This policy shall include contractual liability coverage.
   
   D. The completed operations coverage shall be maintained for a period of three (3) years after Substantial Completion.
   
   E. If the Work includes work to be performed within 50 feet of a railroad, any exclusion for liability assumed under contract for work within 50 feet of a railroad shall be deleted.
   
   F. This policy shall include endorsement CG2010 (10/85 edition), Owner as Additional Insured and CG2404 (11/85 edition) Waiver of Subrogation in Favor of Owner.

   A. The Contractor shall provide the following minimum coverage with respect to the operations of any employee, including coverage for owned, non-owned, and hired vehicles, unless a higher coverage is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage:
      
      | Coverage                  | Amount |
      |---------------------------|--------|
      | Combined Single Limit     | $1,000,000 |

   B. The policy shall include a CA9948 Pollution Endorsement and shall name the Owner as an Additional Insured.
4. **Pollution Liability.**

The Contractor shall provide coverage for bodily injury and property damage resulting from liability arising out of pollution related exposures such as asbestos abatement, lead paint abatement, tank removal, removal of contaminated soil, etc. The Awarding Authority and the Owner shall be named as an additional insured and coverage must be on an occurrence basis. The amount of coverage shall be $1,000,000 per occurrence and $3,000,000 in the aggregate unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the additional coverage.

5. **Worker’s Compensation.**

   A. The Contractor shall provide the following coverage in accordance with M.G.L. c.149 §34A and c.152 as amended, unless a higher coverage is specified in Exhibit B to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher coverage:
   - Worker's Compensation: Provide Statutory Minimum
   - Part One: $500,000 each accident
   - Employer's Liability: $500,000 disease per employee
   - Part Two: $500,000 disease policy aggregate

   B. If specified in Exhibit A to the Owner - Contractor Agreement the policy must be endorsed to cover United States Longshoremen & Harborworkers Act (USLHW), Maritime Liability for $1,000,000/$1,000,000, or Federal Employer's Liability Act liability.

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

   A. The Contractor shall provide coverage against loss or damage on all Work included in this Contract in an amount equal to the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. This policy and/or installation floater shall indicate if Stored Materials coverage is provided as required below.

   B. When Work will be completed on existing buildings owned by the Owner, the Contractor shall provide an installation floater, in the full amount of the Contract Price. Such coverage shall be written on an all risks basis or equivalent form and shall include, without limitation, insurance against perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood (if the project is not in an "A" or a "V" flood Zone), windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. This policy and/or installation floater shall indicate if Stored Materials coverage is provided as required below.
C. The Contractor shall maintain insurance on delivered and/or stored material designated to be incorporated in the Work against fire, theft or other hazards. Any loss or damage of whatever nature to such material while stored at some approved off Site location shall be forthwith replaced by the Contractor at no expense to the Awarding Authority.

D. The policy or policies shall specifically state that they are for the benefit of and payable to the Awarding Authority, Owner, the Contractor, 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 Awarding Authority, Owner, the Contractor, and Subcontractors of any tier as named insured.

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 temporary occupancy and waiver of subrogation and shall waive all rights of recovery by subrogation against the University of Massachusetts Building Authority, the University, and the Commonwealth of Massachusetts.

7. Umbrella Coverage.
The Contractor shall provide Umbrella Coverage in form at least as broad as primary coverage required by Sections 2, 3 and 5 of this Article in the following amount unless a higher amount is specified in Exhibit A to the Owner - Contractor Agreement, in which case the Contractor shall provide the higher amount:

<table>
<thead>
<tr>
<th>Contract Price</th>
<th>Umbrella Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $1,000,000</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>$1,000,000 -- $5,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>$5,000,001 -- $10,000,000</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>$10,000,001 and over</td>
<td>$25,000,000</td>
</tr>
</tbody>
</table>

8. Additional types of Insurance.
The Contractor shall provide such other types of insurance as may be required by Exhibit A to the Owner - Contractor Agreement.

ARTICLE XV: INDEMNIFICATION

1. Generally.
To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel subject to the supervision of the Attorney General of the Commonwealth of Massachusetts as required by M.G.L. c. 12, s. 3) and hold harmless the Owner, Awarding Authority and Designer and their officers, agents, divisions, agencies, employees, representatives, successors and assigns from and against all claims, damages, losses and expenses, including but not limited to court costs and attorneys’ fees, arising out of or resulting from the performance of the Work, including but not limited to those arising or resulting from:

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

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

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

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

ARTICLE XVI: PERFORMANCE AND PAYMENT BONDS

1. Contractor Bonds.
   A. The Contractor shall provide performance and payment (labor and materials) bonds in the form provided by the Awarding Authority, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. Each such bond shall be in the amount of the Contract Price.
   B. If at any time prior to final payment to the Contractor, the 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 Contractor shall, within 21 days of any such action listed above, provide the Awarding Authority with new performance and payment bonds as described in Paragraph A above. Such bonds shall be provided solely at the Contractor's expense.

2. Subcontractor Bonds.
   A. If the Contractor provided in its General Bid that any or all filed subcontractors shall provide the Contractor with payment and performance bonds for the full amount of their respective Subcontracts, then the costs for said bonds shall be the responsibility of the Contractor.
   B. If the Contractor provided in its General Bid that filed Subcontractors shall provide bonds, and subsequently waives the requirement, the Contractor shall give the Awarding Authority a written certification that the Contractor understands that if the filed Subcontractor defaults or is terminated, the Contractor shall have full responsibility for all costs and expenses related to said default or termination but shall be entitled to a credit adjustment to the Contract Price in an amount equal to the bond premium Contractor would have paid had Contractor required the filed Subcontractor to provide such bonds.

ARTICLE XVII: TERMINATION OF CONTRACT

1. Termination for Cause.
   A. The Awarding Authority may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within three (3) days after the giving of notice thereof by the Awarding Authority to the Contractor and any surety that has given bonds in connection with this Contract:
      (1) The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidate, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
      (2) The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Designer has determined that the rate of progress required for the timely completion of the Work is not being met;
      (3) The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
      (4) All or a part of the Work has been abandoned;
      (5) The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as expressly permitted in this Contract;
(6) The Contractor has failed to comply with Laws;
(7) The Contractor fails to maintain, or provide to the Awarding Authority evidence of the insurance or bonds required by this Contract, or
(8) The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

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

1. hold the Contractor and its sureties liable in damages for a breach of Contract;
2. notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Owner may designate;
3. complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;
4. require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

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

C. Damages and expenses incurred under paragraph B above shall include, but not be limited to, costs for the Designer's extra services and Project Representative services required, in the opinion of the Awarding Authority, to successfully inspect and administer the construction contract through final completion of the Work.

D. Expenses charged under paragraph B above may be deducted and paid by the Awarding Authority out of any money then due or to become due to the Contractor under this Contract.

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

A. The Awarding Authority may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

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

1. All sums due and owing under this Contract through the date of termination, including any retainage withheld to the date of termination, less any amount which the Awarding Authority determines is necessary to correct or complete the Work performed to the date of termination; plus

2. A reasonable sum to cover the expenses which Contractor would not have incurred but for the early termination of the Contract, such as demobilization of the work force, restocking charges, termination fees payable to Subcontractors.

C. The payment provided in paragraph B above shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

3. **Contractor’s Duties Upon Termination For Convenience.**

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

**ARTICLE XVIII: MISCELLANEOUS PROVISIONS**

1. **No Assignment by Contractor.**

The Contractor shall not assign by power of attorney or otherwise, or sublet or subcontract, the Work or any part thereof, without the previous written consent of the Awarding Authority and shall not, either legally or equitably, assign any of the moneys payable under this Contract, or Contractor’s claims hereunder, unless with the like consent of the Awarding Authority, whether said assignment is made before, at the time of, or after the execution of the Contract. The Contractor shall remain responsible for satisfactory performance of all Work sublet or assigned. Consent of the Awarding Authority shall not be deemed to constitute a representation or waiver of any right hereunder by the Awarding Authority as to the qualifications or the responsibility of the Contractor or Subcontractor(s).

2. **Non-Apportionment.**

If the Awarding Authority is unable to obtain an appropriation of funds sufficient to discharge its obligations under this Agreement for any fiscal year during the term of this Agreement, the Awarding Authority shall not be obligated to make any further payments, and this Agreement
may be terminated immediately by either the Awarding Authority or the Contractor, provided that the Awarding Authority shall make payment to the Contractor for obligations incurred during the period for which funding was included in an annual or supplemental appropriation. Delay by the General Court in enacting an annual or supplemental appropriation bill shall not be grounds for termination of this Agreement pursuant to this Section, unless such annual or supplemental appropriation bill as enacted and signed by the Governor contains insufficient funding for obligations pursuant to this Agreement.

3. **Claims by Others Not Valid.**
No person other than the Contractor shall acquire any interest in this Contract or claim against the Awarding Authority or Owner hereunder, and no claim by any other person shall be valid except as provided in M.G.L. c. 30, s. 39F of the General Laws.

4. **No Personal Liability of Public Officials.**
No public official, employee, or agent of the Awarding Authority or Owner shall have any personal liability for the obligations of the Awarding Authority or Owner set forth in this Contract.

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

6. **Choice of Laws.**
This Contract shall be governed by the laws of the Commonwealth of Massachusetts for all purposes, without regard to its laws on choice of law. All proceedings under this Contract or related to the Project shall be brought in the courts of the Commonwealth of Massachusetts.

7. **Standard Forms.**
Unless directed otherwise in writing by the Awarding Authority, Contractor shall use the standard forms in use by the Awarding Authority and/or Division of Capital Asset Management and Maintenance appearing in Appendix C to these General Conditions of the Contract.

8. **No Waiver of Subsequent Breach.**
No waiver of any breach or obligation of this Contract shall constitute a waiver of any other or subsequent breach or obligation.

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

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

The following provisions form Article XII of the General Conditions of the Contract where the University of Massachusetts Amherst is the Awarding Authority.

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

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

   A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, handicap, sexual orientation, or sex. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; recruitment layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. The Contractor shall comply with the provisions of M.G.L. c. 151B and all other applicable anti-discrimination and equal opportunity laws.
   B. The Contractor shall comply with the provisions of Executive Order 478, entitled Order Regarding Nondiscrimination, Diversity, Equal Opportunity and Affirmative Action, which prohibits unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, religion, creed, ancestry, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. Executive Order 478 is herein incorporated by reference and made a part of this Contract.

Pursuant to Executive Order 478 the Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor must certify that it is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and commit to purchasing supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of Contract that may subject Contractor to appropriate sanctions. The Contractor shall comply with the provisions of Executive Order No. 246 entitled Revoking and Superseding Executive Orders Numbers 143 and 150, with respect to affirmative action programs for handicapped individuals, which is herein incorporated by reference and made a part of this Contract.
C. In connection with the performance of the Work, the Contractor shall undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sexual orientation, or sex, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sexual orientation, or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for future public construction projects.

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

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

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

3. Liaison Committee, Reports and Records.

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

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

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

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

E. The Contractor shall comply with the provisions of M.G.L. c. 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this Contract.

F. The Contractor shall provide all information and reports required by the Awarding Authority or the Commission on forms and in accordance with instructions issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the Awarding Authority or the Commission to affect the employment of personnel. This provision shall apply only to information pertinent to the Owner's supplementary affirmative action Contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Awarding Authority or the Commission as appropriate and shall set forth what efforts he has made to obtain the information.


A. Whenever the Awarding Authority, the Commission, or the Liaison Committee believes the Contractor or any Subcontractor may not be operating in compliance with the terms of this Article, the Commission shall directly, or through its designated agent, conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Article. If the Commission or its agent finds the Contractor or any Subcontractor not in compliance, it may make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the Commission or its agent bring such Contractor into compliance. In the event that such Contractor fails or refuses to fully perform such steps, the Commission may make a final report of non-compliance, and recommend to the Awarding Authority the imposition of one or more of the sanctions listed below. If, however, the Commission believes the Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. Within fourteen days of the receipt of the recommendations of the Commission, the Awarding Authority shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(1) The recovery by the Awarding Authority from the Contractor of 1/100 of 1% of the Contract award price or $1,000 whichever sum is greater, in the nature of liquidated damages or, if a Subcontractor is in non-compliance, the recovery by the Awarding Authority from the Contractor, to be assessed by the Contractor as a back charge against the subcontractor, of 1/10 of 1% of the sub-Contract Price, or $400 whichever
sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply;

(2) The suspension of any payment or part thereof due under the Contract until such time as the Contractor or any subcontractor is able to demonstrate his compliance with the terms of the Contract;

(3) The termination, or cancellation, of the Contract, in whole or in part, unless the Contractor or any Subcontractor is able to demonstrate, as approved by the Awarding Authority, within a specified time his compliance with the terms of the contract;

(4) The denial to the Contractor or any subcontractor of the right to participate in any future contracts awarded by the Awarding Authority for a period of up to three years.

B. If at any time after the imposition of one or more of the above sanctions a Contractor is able to demonstrate that it is in compliance with this Article, the Contractor may request the Awarding Authority, in consultation with the Commission, to suspend the sanctions conditionally, pending a final determination by the Commission as to whether the Contractor is in compliance. Upon final determination of the Commission, the Awarding Authority, based on the recommendation of the Commission, shall either lift the sanctions or impose them again.

C. Sanctions recommended by the Commission and enumerated under Section 4 above shall not be imposed by the Awarding Authority except after an adjudicatory proceeding, as that term is used M.G.L. c. 30A, has been conducted. No investigation by the Commission or its agent shall be initiated without prior notice to the Contractor.

D. Notwithstanding the provisions of 4A-4C above, if the Awarding Authority determines after investigation that the Contractor or any Subcontractor is not in compliance with the terms of this Article, it may suspend any payment or portion thereof due under the Contract until the contractor demonstrates to the satisfaction of the Awarding Authority compliance with the terms of this Article. This temporary suspension of payments by the Awarding Authority is separate from the sanctions set forth in Section 4A-4C of this Article above, which are determined by MCAD and recommend to the Awarding Authority. Payment may be suspended only after the Contractor and any other interested party shall have been given the opportunity to present evidence in support of its position at an informal hearing held by the Awarding Authority, and the Awarding Authority has concluded upon review of all the evidence that such penalty is justified. Payment shall not be suspended if the Awarding Authority finds that the Contractor made its best efforts to comply with this Article, or that some other justifiable reason exists for waiving the provisions of this Article in whole or in part.
APPENDIX B to General Conditions of the Contract

The following provisions form Article XIII of the General Conditions of the Contract where the University of Massachusetts Amherst is the Awarding Authority.

GOALS FOR PARTICIPATION BY MINORITY BUSINESS ENTERPRISES AND WOMEN BUSINESS ENTERPRISES (EXECUTIVE ORDER 390, M.G.L. c. 7, s. 40N)

1. Goals.
   A. The goals for minority business enterprise and woman business enterprise participation established for this Contract are as set forth in the Owner - Contractor Agreement.
   B. The Contractor and all Subcontractors, sub-subcontractors, and materials suppliers shall comply with all of the terms and conditions of this Article, which include the provisions pertaining to M/WBE participation set forth in the Owner - Contractor Agreement in order to meet the M/WBE participation goals established for this Contract.

2. M/WBE Participation Credit.
   A. If the Contractor is itself an MBE or WBE, M/WBE participation credit shall be given in an amount equal to the entire Contract Price. If the Contractor is not an MBE or WBE, then M/WBE participation credit will be given for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
   B. If the Contractor is a joint venture with one or more M/WBE joint ventures’, M/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, M/WBE participation credit shall be given in an amount equal to the entire Contract Price.
      (2) If the joint venture is not certified as an MBE or WBE by SOMWBA, M/WBE participation credit shall be given to the joint venture for the value of the Work that is performed by the M/WBE joint ventures’, and for the value of the Work that is actually performed by each MBE or WBE subcontractor or sub-subcontractor.
   C. If an M/WBE supplies but does not install equipment or materials, M/WBE participation credit shall be given only if the M/WBE supplier is regularly engaged in sales of equipment or supplies to the construction industry from an established place of business. M/WBE participation credit shall be given the full amount of the purchase order only if the M/WBE supplier manufactures the goods or substantially alters them before resale. In all other cases, M/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.
3. Establishing M/WBE Status.
   A. A minority owned business shall be considered an MBE only if it has been certified as a minority business enterprise by the State Office of Minority and Women Business Assistance ("SOMWBA").
   B. A woman owned business shall be considered a WBE only if it has been certified as a woman business enterprise by SOMWBA.
   C. Certification as a disadvantaged business enterprise ("DBE"), certification as an M/WBE by any agency other than SOMWBA, or submission of an application to SOMWBA for certification as an M/WBE shall not confer M/WBE status on a firm for the purposes of this Contract.

4. Subcontracts With M/WBEs.
   Within thirty (30) days after the award of this Contract, the Contractor shall (i) execute a subcontract with each M/WBE Subcontractor which has executed a Letter of Intent Approved by the Awarding Authority, (ii) cause its Subcontractors to execute a sub-subcontract with each M/WBE sub-subcontractor, and (iii) furnish the Awarding Authority with a signed copy of each such subcontract and sub-subcontract.

5. Performance of Contract Work by M/WBEs.
   A. The Contractor shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any W/MBE in the Letters of Intent or Schedule of M/WBE Participation without the prior Approval of the Awarding Authority, nor shall any M/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its M/WBE Work without the prior Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of M/WBE Work by others shall be a change in the M/WBE Work for the purposes of this Contract. The Awarding Authority WILL NOT APPLY TO THE M/WBE PARTICIPATION GOAL(S) ANY SUMS ATTRIBUTABLE TO SUCH UNAPPROVED ASSIGNMENTS, SUB-CONTRACTS, SUB-SUBCONTRACTS, OR PERFORMANCE OF M/WBE WORK BY OTHERS.
   B. The Contractor shall be responsible for monitoring the performance of M/WBE Work to ensure that each scheduled M/WBE performs its own M/WBE Work with its own workforce.
   C. The Contractor and each M/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an M/WBE has performed its own M/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving M/WBE participation credit under this Contract that such M/WBE did not perform such work.

   A. If at any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled M/WMBE is unable or unwilling to perform its M/WBE Work, or that there has been or will be a change in any M/WMBE Work, or that the Contractor will be unable to meet the M/WBE participation goal(s) for this Contract for any reason, the
Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.

B. Any notice of a change in M/WBE Work pursuant to subparagraph “A” above shall include a revised Schedule of M/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

7. Actions Required If There is a Reduction in M/WBE Participation.

A. In the event there is a change or reduction in any M/WBE Work which will result in the Contractor failing to meet the M/WBE participation goal(s) for this Contract, other than a reduction in M/WBE Work resulting from a Change Order initiated by the Awarding Authority, then the Contractor shall immediately undertake a diligent, good faith effort to make up the shortfall in M/WBE participation as follows:

1. The Contractor shall identify all items of the Work remaining to be performed under the Contract that may be made available for subcontracting to W/MBEs. The Contractor shall send a list of such items of work to the Awarding Authority, together with a list of the remaining items of the Work that was not made available to M/WBEs and the reason for not making such work available for subcontracting to M/WBEs.

2. The Contractor shall send written notices soliciting proposals to perform the items of the Work that may be made available for subcontracting to W/MBEs to all W/MBEs qualified to perform such work. The Contractor shall advise the Awarding Authority of (i) each W/MBE solicited, and (ii) each W/MBE listed in the SOMWBA directory under the applicable trade category who was not solicited and the reasons therefor. The Contractor shall also advise the Awarding Authority of the dates notices were mailed and provide a copy of the written notice(s) sent.

3. The Contractor shall make reasonable efforts to follow up the written notices sent to M/WBEs with telephone calls or personal visits in order to determine with certainty whether the M/WBEs were interested in performing the work. Phone logs or other documentation must be submitted to the Awarding Authority evidencing this effort.

4. The Contractor shall make reasonable efforts to assist M/WBEs that need assistance in obtaining insurance, bonds, or lines of credit in order to perform work under the Contract, and shall provide the Awarding Authority with evidence that such efforts were made.

5. The Contractor shall provide the Awarding Authority with a statement of the response received from each M/WBE solicited, including the reason for rejecting any M/WBE who submitted a proposal.

6. The Contractor shall take any additional measures reasonably requested by the Awarding Authority to meet the M/WBE participation goal(s) established for this Contract, including, without limitation, placing advertisements in appropriate media and trade association publications announcing the Contractor's interest in obtaining proposals from M/WBEs, and/or sending written notification to M/WBE economic development assistance agencies, trade groups and other organizations notifying them of the project and of the work available to be subcontracted by the Contractor to M/WBEs.
B. If the Contractor is unable to meet the M/WBE participation goals for this Contract after complying fully with each of the requirements of paragraph “A” above, and the Contractor is otherwise in full compliance with the terms of this Article, the Awarding Authority may reduce the M/WBE participation goals for this Contract to the extent that such goals cannot be achieved.

8. Suspension of Payment and/or Performance for Noncompliance.

A. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any M/WBE Work which will result in the Contractor failing to meet the M/WBE participation goal(s) for this Contract, other than a reduction in M/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions of paragraphs 1 through 7 above, the Awarding Authority may:

(1) suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an M/WBE pursuant to the Contractor’s Schedule of M/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 9, and/or

(2) suspend the Contractor's performance of this Contract in whole or in part.

B. The Awarding Authority shall give the Contractor prompt written notice of any action taken pursuant to paragraph A above and shall give the Contractor and any other interested party, including any M/WBEs, an opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SOMWBA and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken pursuant to this paragraph.

C. Upon a showing that the Contractor is in full compliance with the requirements of this Article, or that the Contractor has met or will meet the M/WBE participation goals for this Contract, the Awarding Authority shall release any funds withheld pursuant to clause A(1) above, and lift any suspension of the Contractor’s performance under clause A(2) above.

9. Liquidated Damages; Termination.

A. If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 8 above, the Awarding Authority shall have the following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the M/WBE participation goals set forth in this Contract:

(1) the Awarding Authority may terminate this Contract, and/or

(2) the Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between (x) the total of the M/WBE participation goals set forth in this Contract, and (y) the amount of M/WBE
participation credit earned by the Contractor for M/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the M/WBE participation goals are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties’ best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.

B. Before exercising its rights and remedies hereunder, the Awarding Authority may, but the Awarding Authority shall not be obligated to, give the Contractor and any other interested party another opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite SOMWBA and the Massachusetts Commission Against Discrimination to participate in any proceedings undertaken hereunder.

10. Reporting Requirements.
The Contractor shall submit to the Awarding Authority all information or documentation that is necessary in the judgment of the Awarding Authority to ascertain whether or not the Contractor has complied with any of the provisions of this Article.

11. Awarding Authority’s Right to Waive Provisions of this Article in Whole or In Part.
The Awarding Authority reserves the right to waive any provision or requirement of this Article if the Awarding Authority determines that such waiver is justified and in the public interest. No such waiver shall be effective unless in writing and signed by a representative of the Awarding Authority’s Compliance/Procurement Office or the office of its General Counsel. No other action or inaction by the Awarding Authority shall be construed as a waiver of any provision of this Article.
APPENDIX C to the General Conditions of the Contract

INDEX OF COMMONLY-USED FORMS

(Forms used during bidding are located in Attachment B to the Instructions to Bidders)

Procedure for Payment to Contractors
Daily Time and Material Report for Change Orders
Notice of Intent
Request and Agreement for a Change in the Plans,
   Specifications and/or Contract (UMA Form 5)
Instructions Regarding Change Orders and Contract Modifications (UMA Form 13)
Contractor’s Weekly Workforce Report
Minorities/Women in Contractor's Weekly Workforce Report
Weekly Payroll Report Form and Statement of Compliance
Quarterly Projected Workforce Table
Certification of Payment by Contractor to MBE/WBE and Instructions
Certificate of Completion by Minority/Women Business Enterprise
Form for Transfer of Title (Work Not Incorporated, UMA Form 16)
Certificate of Agency Use and Occupancy -E-1
Certificate of Final Inspection, Release and Acceptance - E-2
Form ST-5C
THE COMMONWEALTH OF MASSACHUSETTS

THE UNIVERSITY OF MASSACHUSETTS AMHERST

FACILITIES PLANNING

Physical Plant Building, 360 Campus Center Way, Amherst, MA 01003

PROCEDURE FOR PAYMENTS TO CONTRACTORS

I. APPLICATION AND DISTRIBUTION

This bulletin is effective on all construction projects Chapter 149 and Chapter 30 subject to the control of the University of Massachusetts Amherst Facilities Planning hereinafter referred to as the “Division”, as provided by Chapter 7 G.L. Section 39A through 43G as amended.

This form is available to all General Contractors: Sub-contractors, Designers, Resident Engineers, and on request to any party of interest.

This form constitutes a method of contractual procedure noted in the General Conditions of the Contract and is not a rule or regulation as defined by the STATE ADMINISTRATIVE PROCEDURE ACT, M.G.L. c. 30a, S. 5.

No deviation from the procedure set forth in this form may be made without the express authorization of the University of Massachusetts Amherst (“UMASS”).

II. STATUTORY REFERENCES, DEFINITIONS, ETC. M.G.L. c. 30, s. 39K

Non-Building Contracts); University of Massachusetts Amherst Standard Vertical Construction Contract as amended. All General Contractors, Sub-Contractors, Designers, and Resident Engineers, University of Massachusetts Amherst Project Managers should thoroughly familiarize themselves with said contract.

III. PREPARATION AND PROCESSING OR PERIODIC PAYMENT

Periodic payment requests shall be submitted monthly, for the preceding month, corresponding to the date of the contract. Submission in this manner staggering the receipt of invoices in the University of Massachusetts Amherst office and expedites processing contractor payments. All invoices must include:

1. The Contractor’s Name
2. The UMA Contract Number
3. The UMA Project Number
4. The Project Name
5. The Purchase Order Number
6. Must clearly state that the invoice/requisition is exactly that, not a statement
7. Invoice Number or Requisition Number
8. Invoice Date
9. Period for which the work was completed
10. Schedule of Values
11. Approved Original Signatures
12. Notary
The General Contractor and his sub-contractors, the Designer and the Resident Engineer(s) and University of Massachusetts Amherst Project Manager(s) shall approve prior to the date of submission for each periodic payment request as to the percentage value of work completed.

All questions as to the value of the work performed and as to payment for materials not incorporated into the work should be resolved in advance of the submission of the formal request for periodic payment. It is suggested that a job meeting/conference is the most effective way of resolving any questions of matters of dispute. The General Contractor shall submit to the Resident Engineer (or in the absence of a Resident Engineer, the University of Massachusetts Amherst – Project Manager (PM)) for the Resident Engineer’s approval, well in advance of the submission of the first periodic estimate, a breakdown of the various items of work corresponding to the sections of the specification making up the lump sum for item 1, Work of the General Contractor; and each section under Item 2, Sub-bids, of the contract. In addition, the General Contractor; and each sub-contractor shall furnish the Resident Engineer with two (2) copies of any necessary sub-breakdowns of each section and such other detailed information as required by the Resident Engineer to evaluate properly the percentage of the work performed. The Resident Engineer shall submit one copy to the Division, as approved by the Resident Engineer upon request.

The General Contractor shall prepare its formal request for periodic payment on the standard AIA form G702-1992, Application and Certificate for payment or other periodic payment form approved by the Awarding Authority.

The General Contractor shall prepare sufficient copies of the request for periodic payment for submission to the University of Massachusetts Amherst Project Manager. To be distributed by the Awarding Authority as follows:

- Original: University of Massachusetts Amherst Accounts Payable
- Copy 1: Facilities Planning
- Copy 2: University of Massachusetts Amherst Project Manager
- Copy 3: Designer
- Copy 4: Resident Engineer
- Copy 5: Contractor
- Copy 6,7: Required on Federally Aided projects only

IV. CERTIFICATION
The General Contractor shall sign all copies of the invoice/requisition and present same to the University of Massachusetts Amherst Project Manager certifying the value of the work performed. In the event of any dispute as to the formal request for periodic payment, the Resident Engineer and/or the Designer shall in the absence of their certification on the AIA form attach to each copy a qualified certification and a recommendation as to the dollar value of the item or items in dispute to be-retained by Awarding Authority in accordance with Chapter 30, Section 39K. In the signatory space write “See attached Letter”. Neither the Resident Engineer nor the Designer shall alter the AIA Form submitted with the formal request for payment in any manner. If the Division concurs with the Engineer and/or Designer’s recommendation, adjustment(s) shall be made to the AIA form by the Division. Attention of the General Contractor is directed to the statement to the effect that payments to all sub-contractors have been made in accordance with the provision of M.G.L. c. 30, s39F which statement must be signed under penalty of perjury on each copy by the General Contractor.
V. PROCESSING FOR PERIODIC PAYMENTS
It shall be the sole responsibility of the General Contractor to choose the delivery of the request for periodic payment in proper form and arithmetically correct to the Resident Engineer (the designee provided in M.G.L., c. 30, s 39K). In the event there is no Resident Engineer assigned to the contract the Designer shall be the designee. If there be neither a Resident Engineer nor a Designer, the designee shall be the University of Massachusetts Amherst Project Manager or alternatively the home office of the Division of Facilities Planning, University of Massachusetts Amherst, Physical Plant Building, 360 Campus Center Way, Amherst, MA 01003. Payment shall be due and payable within thirty (30) days after receipt by the designee. Request for periodic payment not in the required form containing arithmetical computations which are not correct will within seven (7) days be returned to the contractor and the prescribed period for payment shall commence upon the date which the corrected periodic estimate is received at the University of Massachusetts Amherst, Division of Facilities Planning. Attention is directed to the provision of M.G.L. c. 30, s. 39K which provides that the awarding authority may make changes in any periodic estimate submitted by the contractor.

VI. INQUIRY AS TO PERIODIC REQUESTS FOR PAYMENT – PAYMENT FLOW
All inquiries as to the value of the work performed, certified and due to the General Contractor, its Sub-Contractors and suppliers shall be directed to the Resident Engineer or University of Massachusetts Amherst Project Manager.

This invoice is public information and shall be requested via Public Records Requests to the business office of the Division.

VII. SPECIAL INSTRUCTION TO EMPLOYEES, PROJECT MANAGERS, RESIDENT ENGINEERS & DESIGNERS
The Resident Engineer, Project Managers and the Designer shall give their immediate attention to the certification of requests for periodic payments to contractors and under no circumstances are these requests to be delayed. The Resident Engineer, Project Managers and the Designer shall rigidly adhere to the instructions contained in this Bulletin and immediately expedite certification in order that the period payment requests may be delivered by the Contractor to Facilities Planning without delay. The Resident Engineer, Project Managers and the Designer shall process the payment expeditiously.
DAILY TIME AND MATERIAL REPORT FOR ALL CHANGE ORDER WORK OR WORK DONE UNDER PROTEST

UMA Project Number: ___________ Project Number: ___________ Date: ___________

Project Title: ____________________________

Contractor: ___________________________ Change Order No.: ________________

Or work under protest: ____________

Sheet ______ of ________________

Was any contract work performed today other than Change Order concerned (Y/N)? ________________

If Yes, list on Daily Progress Report.

Labor – Change Order or Alleged Extra Work Done Under Protest

<table>
<thead>
<tr>
<th>Trade</th>
<th>Name of Worker</th>
<th>Hrs</th>
<th>Remarks</th>
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</table>
Submitted by Superintendent: ____________________________________________

Subcontractors: _______________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Resident Engineer/University of Massachusetts Project Manager (note any discrepancy in above Report):
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Resident Engineer/ University of Massachusetts Project Manager __________________________

The signature of the Resident Engineer/Project Manager is for verification of labor listed above and does not constitute acknowledgement that such labor is for extra work or that additional monies are due for such work.

1. Materials Used (Describe fully)
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

2. Misc. Equipment, Etc. (Describe fully)
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________
   ______________________________________________________________________

Submitted by Superintendent: ____________________________________________
Subcontractors:

Resident Engineer/University of Massachusetts Amherst Project Manager (note any discrepancy in above Report):

Resident Engineer/ University of Massachusetts Amherst Project Manager ________________________

The signature of the Resident Engineer/Project Manager is for verification of materials listed above and does not constitute acknowledgement that such material is for extra work or that additional monies are due for such work.

Send one copy with Daily Report Each Day

Other copy to accompany Green Sheets to Designer when Change Order is completed
University of Massachusetts Amherst, Facilities Planning

Contract Modification/Authorization to Proceed

(For Change Authorization in the Contract Plans and/or Specifications)

Date: ________________

UMA Number: ____________________ Project Number: ____________________

Project Name: _________________________________________________________

Contractor: ________________ Contract Start Date: __________ Contract Award: $______________

NOI Request No. _____________ Change Order No: _____________ Requestor: ________________

Nature of Request:

G.C. PCO No. ___________

Date: ____________________

Reason for Request:

Designer’s CCR No. ___________

Date: ____________________

This change in work is to be performed according to ARTICLE VII of the General Conditions of the Contract. Change Orders will be in accordance with the contract and Form 13:

_____ Predetermined “LUMP SUM” total: $_______________.00

168
______ (if checked) Additional Verification Backup Data Must Be Provided with Formal Change Order, See Attached

______ Lump Sum “NOT TO EXCEED”: $____________.00

(Maximum price based on contract unit prices or negotiated agreed unit prices)

______ “TIME AND MATERIALS” Not to Exceed: $____________.00

(Computed in accordance with Article VII of the General conditions)

-----------------------------------------------------------
Resident Engineer       Date

-----------------------------------------------------------
Project Manager        Date

-----------------------------------------------------------
Director              Date

APPROVAL OF THIS NOTICE OF INTENT DOES NOT ADDRESS REQUESTS FOR ADDITIONAL TIME, EXTENSIONS OF CONTRACT TIME WILL BE ADDRESSED UPON SUBMITTAL OF THE OFFICIAL CHANGE ORDER. RECEIPT OF THIS REQUEST TO BE ACKNOWLEDGED IN WRITING TO UNIVERSITY OF MASSACHUSETTS AMHERST, FACILITIES PLANNING.

CERTIFICATION OF SUFFICIENT FUNDS BY: ___________________________   SPEED CODE: ________

COPY: Project Manager, Resident Engineer,
DIVISION OF CAPITAL ASSET MANAGEMENT
DCAM CHANGE REQUEST NO. ___________
THE COMMONWEALTH OF MASSACHUSETTS EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
REQUEST AND AGREEMENT FOR A CHANGE IN THE PLANS AND/OR SPECIFICATIONS AND/OR CONTRACT
All signatures are affixed under the penalties of perjury.

Project No. __________________________ Contract No. __________ Title ________________________________

Location ____________________________________________________________

I. REQUEST
(a) Requested by ________________________________ of ________________________________
(b) Requestor’s description of change

II. GENERAL CONTRACTOR’S PROPOSAL REQUEST NO. ________________
For all costs involved in this change including extensions of time herein requested the undersigned general contractor proposes to perform
the work described above in accordance with the provisions of Article VII of the contract and certifies that the attached cost data is
accurate, complete and current and mathematically correct.

Payment shall be made on the basis of:
(a) Predetermined lump sum total of (add) (deduct) $ _____________________________
(b) Lump Sum not to exceed (add) (deduct) $ _____________________________
   (max price based on contract unit prices or negotiated agreed unit prices)
(c) Time and Materials Basis not to exceed (add) (deduct) $ _____________________________
   (Computed in accordance with Article VII of the contract) [Require authorization of Commissioner]

Place X beside selected proposal method and strike out either (add) or (deduct) whichever does not apply. Attach detailed estimates and break-
down for above in accordance with change order instructions. A claim for work performed under protest shall be submitted per (c) above.

An extension of contract time of ____________ calendar days is requested.

Contractor ____________________________________
Firm Name ________________________________
by __________________________________________
Authorized Signature ____________________ Date ____________

III. APPROVAL RECOMMENDED BY:
The Designer and the Resident Engineer must attach their respective letters of recommendation with responses to questions listed in Form 13,
change order instructions. Adverse or altered recommendation must be delineated on the letters.

Resident Engineer __________________________ Date ____________
Project Engineer __________________________ Date ____________
Project Manager __________________________ Date ____________
Deputy Director __________________________ Date ____________

IV. APPROVED BY THE OFFICE
(a) Operating Agency Letter (attached) _______ (not req’d) _________
(b) For the amount requested/or corrected to $ _____________________________
   © Extended as requested/or corrected to ________ Calendar Days.
(d) This change is in the best interest of the Commonwealth and constitutes an
   equitable adjustment to the contract in compliance with Art. VII of the contract.

Authorized Signature __________________________ Date ____________
Upon signature by the Office, this request becomes a formal change order for
Immediate distribution.

DCAM FORM #5
4/10/02

Designer __________________________ Date ____________
Do Not Fill in This Block
Contract Award $ ____________
Previous Addition $ ____________
Previous Net Total $ ____________
This Change $ ____________
Total To Date $ ____________

Contract Completion Date
Extended to ____________ Date ____________
If applicable to Phase ____________ of Contract
Office Change Order Approval # ____________

OFFICE COPY ___ COMPTROLLER ___ PROJECT ENGINEER ___ DESIGNER ___
UNIVERSITY OF MASSACHUSETTS AMHERST

FACILITIES PLANNING

PHYSICAL PLANT BUILDING

360 CAMPUS CENTER WAY

AMHERST, MASSACHUSETTS 01003

INSTRUCTIONS REGARDING CHANGE ORDERS

AND

CONTRACT MODIFICATIONS

SECTION 1. STATUTORY AND CONTRACTUAL PROVISIONS

1.01. This instruction form supplements Article VII of the University of Massachusetts Amherst General Conditions of the Contract but is not intended to supersede or modify any of the provisions contained therein. It is available for general distribution and is applicable to all projects under the jurisdiction of the University of Massachusetts Amherst.

The Statutory authorities for a change in the plans, specifications and/or contract are provided in Mass. G.L. Chapter 7, Section 42E-421 and in Massachusetts G.L. Chapter 30, section 39, 39J, 39N, 39P, 39Q (Refer to Article VII of the General Conditions of the Contract). All parties must keep themselves informed of any amendments affecting said statutes.

NO CHANGES (ADDITIONS, SUBSTITUTIONS OR ELIMINATIONS) IN THE PLANS, SPECIFICATIONS OR CONTRACT SHALL BE COMMENCED UNTIL RECEIPT BY THE CONTRACTOR OF: (a) AN APPROVED BY THE UNIVERSITY OF MASSACHUSETTS AMHERST PURCHASE ORDER.

All requests for changes increasing the contract price must be submitted on the UMA Form 5, prior to the final acceptance of the project. The Contractor waives all rights against the University of Massachusetts Amherst if it fails to comply with this requirement. The University of Massachusetts Amherst shall be under no obligation to process a request for change after final acceptance of the project.

The term “request for change” is used throughout these procedures and applies to every request to revise the contract requirements.

The request for change must be made in writing, and in accordance with the provisions of the Contract, the General laws, rules, regulations and other procedures of the University of Massachusetts Amherst.
1.02. GENERAL, PURPOSE
The purpose of these procedures is to properly authorize necessary changes, provide satisfactory documentation supporting the nature and cost of each change, and all the change order work to be accomplished in a timely and efficient manner.

It is the intention of the University of Massachusetts Amherst and the applicable statutory provision that whenever possible the parties should agree upon an equitable adjustment in the contract price before commencement of the pertinent work.

All parties shall negotiate in a professional manner and agree upon the particulars associated with the change in the work, thereby facilitating an approved change order.

It is the responsibility of the Contractor to substantiate clearly the costs associated with all changes.

If the Contractor refuses to provide the project manager, within ten (10) days of proposed requests for change, cost estimates for a proposed change in the work, the project manager may unilaterally determine the reasonable cost for the change, and the Contractor must proceed with the work based upon the project manager’s established cost.

SECTION 2. SUBMISSION AND DISPOSITION OF THE UNIVERSITY OF MASSACHUSETTS AMHERST NOTICE OF INTENT (“NOI”)

2.01 AUTHORIZED REQUESTORS:
   a) General Contractor, including Sub-Contractor
   b) Designer
   c) University of Massachusetts Amherst Project Manager, Assistant Directors or Director of Facilities Planning

2.02 THE REQUESTOR SHALL:
   a) Initially discuss the proposed request for change with all interested parties.
   b) If the Designer or the University of Massachusetts Amherst is the requestor, forward to the contractor a written request for proposal.
   c) If the Contractor is the requestor see Section 2.03, below.

2.03 THE CONTRACTOR SHALL:
   If the Contractor is the requestor or if it receives a request for change it shall:
   a) Submit a written request for a Notice of Intent (NOI) indicating the proposed change in the work and the proposed method of compensation, as set forth in Article VII of the General Conditions of the Contract and in Section II of the UMA Form 5. The written request shall include a cost breakdown with the requested change as outlined in Article VII of the General Conditions of the Contract. The breakdown of all filed sub-contractors shall be separated from the General Contractor’s breakdown and both are required to be on properly identifiable letterhead stationary and signed showing (a) quantities and costs utilizing unit pricing, (b) the classification and hours of labor, fringe benefits and the complete breakdown showing unit cost of material and equipment, and (c) any other allowable costs as set forth in Article VII. See also Section 5, below.
b) The written request for NOI and accompanying documentation shall be addressed to the Division of Facilities Planning and sent to the Project Manager. One copy shall be addressed to the Designer, and one to the Resident Engineer (if applicable).

c) Each written request for an NOI must include all costs associated with the request for change.

d) The General Contractor shall review all cost breakdowns being submitted by its suppliers and subcontractors and check them to insure the information being submitted is accurate and mathematically correct.

2.04 THE RESIDENT ENGINEER/UNIVERSITY OF MASSACHUSETTS PM (IF NO RESIDENT ENGINEER) SHALL:

a) Note the receipt of written request for NOI in the record of NOIs/Change Orders, diary, and daily report.

b) Inform the Designer, the Project Manger (if applicable) and the Project Engineer of the request for NOI.

c) Review both quantities and prices of labor and materials and recommend corrections of changes. Check to make sure the required breakdowns are attached from all subcontractors on properly identifiable letterhead.

d) If any request is inaccurate, incomplete, contains insufficient credits due to the University of Massachusetts Amherst or is otherwise unacceptable, the Resident Engineer shall note the return of a request for an NOI in the record of NOIs/Change Orders, diary, daily report and return the request to the Contractor with a dated cover letter detailing the reasons for return.

2.05 THE DESIGNER SHALL:

Immediately evaluate the requested change and the Contractor’s request for an NOI and proposal and transmit the Designer’s recommendation and those of the Resident Engineer by written memorandum or telephone, if the situation warrants, to the University of Massachusetts Project Manger or Project Engineer.

2.05.1 THE UNIVERSITY OF MASSACHUSETTS AMHERST PROJECT MANAGER (PM) SHALL

If the University of Massachusetts Amherst PM agrees with the request for change and the Contractor’s proposal it shall promptly issue and NOI using the University of Massachusetts NOI form and forward the NOI to the Contractor, with copies to the Designer and the Resident Engineer. It is mandatory that, upon receipt of said NOI, the Contractor proceed with the order of work.

If the University of Massachusetts Amherst PM does not agree with the request for change or the Contractor’s proposal it shall notify the requestor and all other parties in writing.
SECTION 3. SUBMISSION AND DISPOSITION OF UNIVERSITY OF MASSACHUSETTS AMHERST FORM 5
(UMA FORM 5)

3.01 THE CONTRACTOR SHALL:

  a) Complete applicable portions of Section I of Form 5 (one (1) original green sheet unless otherwise instructed by the Awarding Authority).
  b) If there is sufficient room in the space provided under section I (b) of the Form 5, attach to the form a statement giving reasons for, location of, and a general description of the proposed change including a reference to the plans and specifications, if possible.
  c) Submit proposed method of compensation, as set forth in Article VII of the General Conditions of the Contract and in Section II of the Form 5. Submit a cost breakdown with the requested change as outlined in Article VII of the General conditions of the Contract. The breakdown of all filed sub-contractors shall be separated from the General Contractor’s breakdown and both are required to be on properly identifiable letterhead stationary, and signed showing (a) quantities and costs utilizing unit pricing, (b) the classification and hours of labor, fringe benefits and the complete breakdown showing unit cost of material and equipment, and (c) any other allowable costs as set forth in Article VII. See also Section 5, below. Upon completion of the work, changes initially authorized by the NOI on a “(c) Time and Materials basis” must be adjusted by the University of Massachusetts Daily Time and Material Report Forms.
  d) If additional time is requested, furnish an explanation with breakdown. Extensions of time shall not be granted on a retroactive basis because of changes.
  e) Each change must be all-inclusive as to all costs and all time extensions.
  f) The General Contractor shall review all cost breakdowns being submitted by its suppliers and subcontractors and check them to insure the information being submitted is accurate and mathematically correct.
  g) Deliver one (1) Form 5, complete in accordance with these procedures to the University of Massachusetts Project Manager.

3.02 THE RESIDENT ENGINEER/UNIVERSITY OF MASSACHUSETTS PM (IF NO RESIDENT ENGINEER) SHALL:

  a) Note the receipt of Form 5 in the record of NOIs/Change Orders, diary, and daily report.
  b) Inform the Designer, the University of Massachusetts Project Manager (if applicable) and the Project Engineer of the receipt of Form 5.
  c) Review the Form 5, accompanying backup documentation and other relevant materials and determine whether the requested change is or is not covered under the contract.
  d) Review both quantities and prices of labor and materials and recommend corrections or changes. Check to make sure the required breakdowns are attached from all subcontractors on properly identifiable letterhead.
  e) If any request is inaccurate, incomplete, contains insufficient credits due to the University of Massachusetts or is otherwise unacceptable, the Resident Engineer shall note the return of the Form 5 in the record of NOIs/Change Orders, diary, daily report and return the Form 5 to the General Contractor for correction, unsigned by the Resident Engineer, and detail the reasons for returning the Form 5.
  f) Maintain accurate records indicating particulars involving additional work, credit due, substitutions, delays, work stoppage, and other conditions associated with any potential or actual request for a change, NOI or Change Order.
g) If the Resident Engineer recommends approval of the Form 5, the Resident Engineer shall sign Section III of the Form 5 and attach a written statement addressing each of the eight (8) questions listed in the following section, Section 3.03.

h) If the Resident Engineer does not recommend approval of the request, he or she shall attach a detailed letter setting forth the reasons for disapproval. Forward the four (4) originals of Form 5 and two (2) copies, without the Resident Engineer’s signature on the form, along with the letter detailing the reason for disapproval to the Designer.

3.03 THE DESIGNER SHALL:

a) Review the Form 5, accompanying backup documentation and other relevant materials and determine whether the requested change is or is not covered under the contract.

b) If the Designer recommends approval of the Form 5, complete applicable portion of Section III of Form 5 and attach its letter of recommendation which must include responses to each of the following eight (8) statements.

1) If such change request involves any substitution or elimination of materials, fixtures or equipment, state the reasons why such components were included in the first instance and the reason for substitution or elimination, and if the change request is of any other nature, the reasons for such change, giving justification therefore. The designer shall state why all changes are necessary.

2) If the change involves additional work, state why work was not covered by the plans and specifications. Plan and specification references shall be stated.

3) Review the contract documents and determine if all applicable credits due the Commonwealth/University of Massachusetts Amherst are included and if salvageable.

4) A statement of concurrence that the description of the work in Section 1 (h) of Form 5 is accurate.

5) The Designer has examined the Contractor’s Proposal and finds the cost to be reasonable and mathematically correct. Indicate which quantities and/or costs appear unreasonable or excessive.

6) If applicable make a recommendation on the Contractor’s request for additional time.

7) If the work was performed under protest, pertinent correspondence shall be attached to the original Form 5.

8) References to date and amount of any NOI(s) or any previously approved not-to-exceed Form 5(s) issued, applicable to the change.

c) If recommending approval, forward the four (4) original green sheets plus the (2) copies of the Form 5, all with original signatures to the University of Massachusetts Amherst along with the Designer’s recommendation.

d) If the Designer disapproves the request, the Designer shall within seven (7) calendar days attach a detailed letter setting forth its reasons for disapproval. Forward the four (4) originals of Form 5 and two (2) copies without the Designer’s signature on the form along with its letter detailing its reason for disapproval to the University of Massachusetts Amherst.

3.04 UNIVERSITY OF MASSACHUSETTS AMHERST PM SHALL:
a) Notify all parties if funds are insufficient to cover the change and return to the Contractor, through the Resident Engineer (if applicable), any request that is incomplete without proper details or recommendations.
b) The Form 5 shall be logged and given a change request number. The numbering will be in numerical sequence.
c) If the Form 5 is approved, the University of Massachusetts Amherst PM shall issue a Purchase Order to the General Contractor.
d) If the University of Massachusetts PM disapproves the request, it shall notify the Contractor, the Resident Engineer and the Designer in writing. In such an event the Contractor may within 30 days from receipt of notice, appeal such action to the Director of Facilities Planning (see G.L. chapter 7, section 42G). Failure to appeal within 30 days shall preclude any further claim of the Contractor for a contract adjustment. The Director of Facilities Planning shall be considered the chief executive officer referred to in G.L. Chapter 30, Section 39Q (1) (a).
e) Further change order appeal proceedings shall be governed by the provisions of G.L. Chapter, section 39Q, and by the terms of the Contract including Article VII, Section 5 relating to mandatory mediation procedures.

SECTION 4. AUTHORITY TO APPROVE REQUESTS FOR CHANGE

4.01 THE DIRECTOR OF FACILITIES PLANNING’S APPROVAL SHALL BE REQUIRED WHENEVER
   a) The cumulative cost of previously approved NOIs and approved Form 5s exceeds five percent of the original contract award price; or
   b) The estimate for the work on the NOI or Form 5 exceeds $5,000.

4.02 WITH THE PRIOR WRITTEN APPROVAL OF THEIR ASSISTANT DIRECTOR FOR FACILITIES PLANNING, THE UNIVERSITY OF MASSACHUSETTS AMHERST PM SHALL APPROVE CHANGE ORDERS FOR THE UNIVERSITY OF MASSACHUSETTS AMHERST WHEN:
   a) The cumulative cost of previously approved NOIs and approved Form 5s is less than five percent of the original contract award price; or
   b) The estimate for the NOI or Form 5 is less than $5,000.

SECTION 5. MISCELLANEOUS DIRECTIONF FOR COMPUTING COSTS FOR CHANGES IN WORK

5.01 SHIPPING, STORAGE AND HANDLING COSTS AND MATERIALS AND EQUIPMENT INVOLVED IN A CHANGE IN WORK MAY BE INCLUDED IN THE COSTS FOR CHANGE, IF ITEMIZED AND ACCOMPANIED BY COPIES OF PAID INVOICES.


5.03 MAJOR ITEMS OF EQUIPMENT, SPECIALIZED TOOLS, AND ORDINARY MATERIALS AND EQUIPMENT USED OR CONSUMED ON THE CHANGE ORDER WORK, WHETHER RENTED OR
OWNED BY THE CONTRACTOR, ME BE INCLUDED IN THE COST OF THE CHANGE PROVIDED CURRENT RENTAL RATES AND MATERIAL COSTS, SUPPORTED BY PAID INVOICES, ARE SUBMITTED AS BACKUP TO THE CHANGE WHEN ITEMIZED.

5.04 THE UNIVERSITY OF MASSACHUSETTS PM MAY APPROVE LUMP SUM CHANGE ORDER REQUESTS ON CHANGES COSTING $1,000 OR LESS, WITHOUT REQUIRING THE CONTRACTOR TO PROVIDES A BREAKDOWN FOR THE COSTS INCURRED ON THE CHANGE. THE UNIVERSITY OF MASSACHUSETTS PM RESERVES THE RIGHT TO REQUIRE COST BREAKDOWN AND INVOICES FROM THE CONTRACTOR ON ALL CHANGES. BREAKDOWNS ARE REQUIRED FOR ALL UNIT PRICE CHANGES (COST PER ITEM) AND TIME AND MATERIAL CHANGE ORDERS REGARDLESS OF THE COST.

5.05 CONTRACTORS SHALL MEET THE FOLLOWING GUIDELINES WHEN SUBMITTING COST BREAKDOWNS FOR LABOR:
   a) The Contractor must designate the name of trade, and the number of hours times the base journeyman rate. The foreman rate should only used and pro-rated as provided for in the union rules.
   b) Insurance and payroll taxes shall be identified as a percentage, applied to the total labor rate. The University of Massachusetts allows 30% to be used for insurance and taxes. Any increase in this percentage must be supported by a written breakdown of all insurance and taxes applied to each particular trade. No overhead and profit is allowed on insurance and taxes. (see General Conditions, Article VII, section 2).
   c) Hourly benefit amounts such as health, welfare, and pensions must be identified separately.
   d) When overtime work is involved, insurance charges and benefits are based on straight time only.
   e) If travel is involved, it should be submitted as provided by the union regulations, this, in most cases, is based on mileage. No overhead and profit will be paid on travel.
   f) Whenever a subcontractor is involved, a complete and separate breakdown must be submitted by the subcontractor for its portion of work. Non filed subcontractors should not include overhead and profit on their breakdown.
   g) All breakdowns should be legible, submitted on letterhead and signed by an authorized representative of the Contractor. This applies to all Subcontractors and General Contractors.
   h) Credits should always include a bond reduction

5.06 GENERAL CONTRACTOR’S BOND PREMIUM SHALL BE INCLUDED AT THE FOLLOWING RATES. IF A CONTRACTOR’S BOND RATE DIFFERS FROM THIS LIST VERIFICATION FROM THE BOND CARRIER MUST BE SUBMITTED SHOWING THE ACTUAL RATE.

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<th>Contract Price</th>
<th>Rates per Thousand</th>
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<tbody>
<tr>
<td>a) Contracts up to $500,000</td>
<td>$14.40</td>
</tr>
<tr>
<td>b) $500,000 to $2,500,000</td>
<td>$ 8.70</td>
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<tr>
<td>c) $2,500,000 to $5,000,000</td>
<td>$ 6.90</td>
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<tr>
<td>d) $5,000,000 to $7,000,000</td>
<td>$ 6.30</td>
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<tr>
<td>e) $7,500,000 and up</td>
<td>$ 5.76</td>
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</tbody>
</table>

5.08 IF A CONTRACTOR DESIRES TO BE COMPENSATED AS AUTHORIZED WORK PROGRESSES, IT SHALL, AFTER RECEIPT OF AN NOI, IMMEDIATELY SUBMIT A UMA FORM 5 AS OUTLINED IN PARAGRAPH 3.01.
CONTRACTOR’S WEEKLY WORKFORCE REPORT

UNIVERSITY OF MASSACHUSETTS AMHERST

UMA No. _______________  Project Number _______________

Project Name ______________________________________________________

Project Location
........................................................................................................
........................................................................................................

Name of General Contractor
........................................................................................................

Minority Goal % ____________

Name of Contractor Filing Report ______________________________________

Address ____________________________ Women Goal % ________________

Week Ending _______________  Report No. _______________  Date Work
Began _______________

NOTE:  Min. = Minority    Wom. = Women    □ Check here if this is a final report    Date
work completed _______________
<table>
<thead>
<tr>
<th>Job Category</th>
<th>Number of Employees</th>
<th>Number of Employees Who Are</th>
<th>Total Weekly Workforce Hours</th>
<th>Total Weekly Workforce Hours</th>
<th>Weekly % Workforce Hours</th>
<th>Total Workforce Hours To Date</th>
<th>Total Workforce Hours To Date</th>
<th>% of Workforce Hours To Date</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

**TOTALS:**

**UMA No.** __________  **Project Name** ___________________________________________  **General Contractor** ____________________________

**Mail to:** University of Massachusetts, Amherst  The undersigned hereby certifies under pains and penalties of perjury that the above
Facilities Planning/Contract Manager  information is true and accurate.
Physical Plant Building
360 Campus Center Way  Authorized Signature __________________ Date ________________
Amherst, MA 01003  Print Name __________________________ Telephone No. ________________

**Title** __________________________ Fax No. ________________

Contractor’s Weekly Workforce Report - Revised 10/01

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**MINORITIES/WOMEN IN CONTRACTOR’S WEEKLY WORKFORCE REPORT**

THE UNIVERSITY OF MASSACHUSETTS AMHERST

UMA No. __________________________ Project No. __________________________

Project Name __________________________________________________________

Name of General Contractor ____________________________________________

Project Location ______________________________________________________

Name of Contractor Filing Report _______________________________________

Address ______________________________________________________________

Week Ending _________________________ Report No. _______________________

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>NAME OF EMPLOYEE</th>
<th>MINORITY GROUP</th>
<th>GENDER</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

*In contract Article XII, “Minority” refers to: Asian-Americans, Blacks, Western Hemisphere Hispanics, Native Americans, and Cape Verdians*

Minorities/Women in Contractor’s Weekly Workforce Report - Revised 10/01

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WEEKLY PAYROLL REPORT FORM

THE UNIVERSITY OF MASSACHUSETTS AMHERST

UMA Project No. ___________________________ Project No. ___________________________

Project Name _____________________________

Project Location ___________________________

Name of General Contractor _____________________________

☐ Check here if this is a final report

Name of Contractor Filing Report _____________________________

Address _____________________________

Week Ending _____________________________ Report No. __________ Date Work Began __________ Date work completed __________

<table>
<thead>
<tr>
<th>Employee Name &amp; Address</th>
<th>Work Classification</th>
<th>Hours Worked</th>
<th>(A) Total Hours</th>
<th>(B) Hourly Base Wage</th>
<th>(C) Health &amp; Welfare</th>
<th>(D) Pension</th>
<th>(E) Supp. Unemp.</th>
<th>(F) [B+C+D+E] Hourly Total Wage (prev. wage)</th>
<th>(G) [A*F] Weekly Total Amount</th>
</tr>
</thead>
</table>

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to University of Massachusetts Amherst. Handwritten payroll records will not be accepted. An excel format Weekly payroll report form can be found on the Procurement website:

http://www.umass.edu/procurement/constructionprojects.htm

The undersigned states under the pains & penalties of perjury that the above provided and attached information is a true and accurate record of each person employed on the project and the hours worked and wages paid to each such employee, including payments to the referenced benefits. M.G.L. c. 149 §27B.

Authorized signature _____________________________

Print Name _____________________________ Print Title _____________________________

Mail to: University of Massachusetts Amherst

Procurement Manager/Administrative Services

Physical Plant Building

360 Campus Center Way

Amherst, MA 01003
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

Awarding Authority: University of Massachusetts Amherst
Contract Number: UMAPP17-022
Description of Work: Campus-Plumbing Trade Labor
City/Town: AMHERST

Job Location: UMASS Amherst

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.

Issue Date: 04/12/2017 Wage Request Number: 20170412-043
<table>
<thead>
<tr>
<th>Classification</th>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</td>
<td>12/01/2016</td>
<td>$32.15</td>
<td>$10.91</td>
<td>$10.89</td>
<td>$0.00</td>
<td>$53.95</td>
</tr>
<tr>
<td>(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</td>
<td>12/01/2016</td>
<td>$32.22</td>
<td>$10.91</td>
<td>$10.89</td>
<td>$0.00</td>
<td>$54.02</td>
</tr>
<tr>
<td>(4 &amp; 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</td>
<td>12/01/2016</td>
<td>$32.34</td>
<td>$10.91</td>
<td>$10.89</td>
<td>$0.00</td>
<td>$54.14</td>
</tr>
<tr>
<td>ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 3)</td>
<td>08/01/2015</td>
<td>$90.51</td>
<td>$9.80</td>
<td>$18.17</td>
<td>$0.00</td>
<td>$118.48</td>
</tr>
<tr>
<td>AIR TRACK OPERATOR LABORERS - ZONE 3 (BUILDING &amp; SITE)</td>
<td>12/05/2016</td>
<td>$30.33</td>
<td>$7.60</td>
<td>$12.50</td>
<td>$0.00</td>
<td>$50.43</td>
</tr>
<tr>
<td>AIR TRACK OPERATOR (HEAVY &amp; HIGHWAY) LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</td>
<td>12/01/2016</td>
<td>$30.25</td>
<td>$7.60</td>
<td>$10.62</td>
<td>$0.00</td>
<td>$48.47</td>
</tr>
<tr>
<td>ASBESTOS WORKER (PIPES &amp; TANKS) HEAT &amp; FROST INSULATORS LOCAL 6 (SPRINGFIELD)</td>
<td>12/01/2016</td>
<td>$30.51</td>
<td>$11.50</td>
<td>$6.60</td>
<td>$0.00</td>
<td>$48.61</td>
</tr>
<tr>
<td>ASPHALT RAKER LABORERS - ZONE 3 (BUILDING &amp; SITE)</td>
<td>12/05/2016</td>
<td>$29.83</td>
<td>$7.60</td>
<td>$12.50</td>
<td>$0.00</td>
<td>$49.93</td>
</tr>
<tr>
<td>ASPHALT RAKER (HEAVY &amp; HIGHWAY) LABORERS - ZONE 3 (HEAVY &amp; HIGHWAY)</td>
<td>12/01/2016</td>
<td>$29.75</td>
<td>$7.60</td>
<td>$10.62</td>
<td>$0.00</td>
<td>$47.97</td>
</tr>
<tr>
<td>AUTOMATIC GRADER-EXCAVATOR (RECLAIMER) OPERATING ENGINEERS LOCAL 98</td>
<td>12/01/2016</td>
<td>$33.68</td>
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<td>$12.38</td>
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<td>$56.64</td>
</tr>
<tr>
<td>BACKHOE/FRONTE END LOADER OPERATOR OPERATING ENGINEERS LOCAL 98</td>
<td>12/01/2016</td>
<td>$33.68</td>
<td>$10.58</td>
<td>$12.38</td>
<td>$0.00</td>
<td>$56.64</td>
</tr>
<tr>
<td>BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 3 (BUILDING &amp; SITE)</td>
<td>12/05/2016</td>
<td>$29.83</td>
<td>$7.60</td>
<td>$12.50</td>
<td>$0.00</td>
<td>$49.93</td>
</tr>
</tbody>
</table>
### Classification

For apprentice rates see "Apprentice- LABORER"

**BATCH/CEMENT PLANT - ON SITE**

OPERATING ENGINEERS LOCAL 98

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2016</td>
<td>$33.15</td>
<td>$10.58</td>
<td>$12.38</td>
<td>$0.00</td>
<td>$56.11</td>
</tr>
<tr>
<td>06/01/2017</td>
<td>$33.76</td>
<td>$10.58</td>
<td>$12.65</td>
<td>$0.00</td>
<td>$56.99</td>
</tr>
<tr>
<td>12/01/2017</td>
<td>$34.36</td>
<td>$10.58</td>
<td>$12.92</td>
<td>$0.00</td>
<td>$57.86</td>
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<tr>
<td>06/01/2018</td>
<td>$34.97</td>
<td>$10.58</td>
<td>$13.19</td>
<td>$0.00</td>
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<td>12/01/2018</td>
<td>$35.57</td>
<td>$10.58</td>
<td>$13.46</td>
<td>$0.00</td>
<td>$59.61</td>
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<td>06/01/2019</td>
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<td>$10.58</td>
<td>$13.73</td>
<td>$0.00</td>
<td>$60.39</td>
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<tr>
<td>12/01/2019</td>
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<td>$10.58</td>
<td>$14.00</td>
<td>$0.00</td>
<td>$61.26</td>
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</table>

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**BLOCK PAVER, RAMMER / CURB SETTER**

LABORERS - ZONE 3 (BUILDING & SITE)

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/05/2016</td>
<td>$30.33</td>
<td>$7.60</td>
<td>$12.50</td>
<td>$0.00</td>
<td>$50.43</td>
</tr>
</tbody>
</table>

For apprentice rates see "Apprentice- LABORER"

**BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)**

LABORERS - ZONE 3 (HEAVY & HIGHWAY)

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2016</td>
<td>$30.25</td>
<td>$7.60</td>
<td>$10.62</td>
<td>$0.00</td>
<td>$48.47</td>
</tr>
</tbody>
</table>

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

**BOILER MAKER**

BOILERMAKERS LOCAL 29

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01/2017</td>
<td>$42.92</td>
<td>$6.97</td>
<td>$16.21</td>
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<td>$66.10</td>
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### Apprentice - **BOILERMAKER - Local 29**

**Effective Date -** 01/01/2017

<table>
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<tr>
<th>Step</th>
<th>percent</th>
<th>Apprentice Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>65</td>
<td>$27.90</td>
<td>$6.97</td>
<td>$10.54</td>
<td>$0.00</td>
<td>$45.41</td>
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<td>2</td>
<td>65</td>
<td>$27.90</td>
<td>$6.97</td>
<td>$10.54</td>
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<td>$45.41</td>
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<td>$6.97</td>
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<td>$6.97</td>
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<td>$63.14</td>
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</tbody>
</table>

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**Notes:**

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Apprentice to Journeyworker Ratio: 1:5

---

**BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)**

BRICKLAYERS LOCAL 3 (SPRINGFIELD/PITTSFIELD)

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/27/2017</td>
<td>$39.26</td>
<td>$10.75</td>
<td>$17.38</td>
<td>$0.00</td>
<td>$67.39</td>
</tr>
</tbody>
</table>
### Classification

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

<table>
<thead>
<tr>
<th>Step</th>
<th>percent</th>
<th>Apprentice Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50</td>
<td>$19.63</td>
<td>$10.75</td>
<td>$17.38</td>
<td>$0.00</td>
<td>$47.76</td>
</tr>
<tr>
<td>2</td>
<td>60</td>
<td>$23.56</td>
<td>$10.75</td>
<td>$17.38</td>
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<td>$17.38</td>
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<td>$55.61</td>
</tr>
<tr>
<td>4</td>
<td>80</td>
<td>$31.41</td>
<td>$10.75</td>
<td>$17.38</td>
<td>$0.00</td>
<td>$59.54</td>
</tr>
<tr>
<td>5</td>
<td>90</td>
<td>$35.33</td>
<td>$10.75</td>
<td>$17.38</td>
<td>$0.00</td>
<td>$63.46</td>
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</tbody>
</table>

**Notes:**

- Apprentice to Journeyworker Ratio: 1:5

### Apprentice to Journeyworker Ratio: 1:5

**BULLDOZER/POWER SHOVEL/TREE SHREDDER /CLAM SHELL OPERATING ENGINEERS LOCAL 98**

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Base Wage</th>
<th>Health</th>
<th>Pension</th>
<th>Supplemental Unemployment</th>
<th>Total Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/01/2016</td>
<td>$33.68</td>
<td>$10.58</td>
<td>$12.38</td>
<td>$0.00</td>
<td>$56.64</td>
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<tr>
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice- LABORER"

### CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE

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For apprentice rates see "Apprentice- LABORER"

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For apprentice rates see "Apprentice- LABORER"

### CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 3 (BUILDING & SITE)

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For apprentice rates see "Apprentice- LABORER"

### CARPENTER

**CARPENTERS LOCAL 108 - HAMPDEN HAMPSHIRE FRANKLIN**

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**Notes:**

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

### Cement Masonry/Plastering

**Bricklayers Local 3 (Springfield/Pittsfield)**

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

Apprentice to Journeyworker Ratio: 1:3

#### CHAIN SAW OPERATOR
LABORERS - ZONE 3 (BUILDING & SITE)

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

For apprentice rates see "Apprentice- LABORER"

#### COMPRESSOR OPERATOR
OPERATING ENGINEERS LOCAL 98

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

#### CRANE OPERATOR
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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

#### DELEADER (BRIDGE)
PAINTERS LOCAL 35 - ZONE 3

01/01/2017 $51.41 $7.85 $16.10 $0.00 $75.36

**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043  **Page 6 of 28**
## PAINTER Local 35 - BRIDGES/TANKS
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### Notes:
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

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**DEMO: ADZEMAN**

LABORERS - ZONE 3 (BUILDING & SITE)

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For apprentice rates see "Apprentice- LABORER"

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**DEMO: BACKHOE/LOADER/HAMMER OPERATOR**

LABORERS - ZONE 3 (BUILDING & SITE)

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For apprentice rates see "Apprentice- LABORER"

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**DEMO: BURNERS**

LABORERS - ZONE 3 (BUILDING & SITE)

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Notes: Pre-5/31/11 Begins at Step 3 $39.72/4$41.75/5$46.38/6$48.60
Steps 1-2 are 1000 hrs; Steps 3-6 are 1500 hrs.

Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR
ELEVATOR CONSTRUCTORS LOCAL 41

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

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER
ELEVATOR CONSTRUCTORS LOCAL 41

FIELD ENG. INST./ROD-BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 98

FIELD ENG. PARTY CHIEF: BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 98

FIELD ENG. SURVEY CHIEF: BLDG, SITE, HVY/HWY
OPERATING ENGINEERS LOCAL 98

FIRE ALARM INSTALLER
ELECTRICIANS LOCAL 7

For apprentice rates see "Apprentice - ELECTRICIAN"
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### Apprentice - OPERATING ENGINEERS - Local 98 Class 3

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#### Effective Date - 06/01/2017

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

**Apprentice to Journeyworker Ratio:1:6**

### FLAGGER & SIGNALER (HEAVY & HIGHWAY)

#### LABORERS - ZONE 3 (HEAVY & HIGHWAY)

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

### FLOORCOVERER

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**Issue Date:** 04/12/2017  
**Wage Request Number:** 20170412-043

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### Classification

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**Notes:**
Steps are 750 hrs.
Apprentice to Journeyworker Ratio: 1:1

### FORK LIFT

**OPERATING ENGINEERS LOCAL 98**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### GENERATORS/LIGHTING PLANTS

**OPERATING ENGINEERS LOCAL 98**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

### GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

**GLAZIERS LOCAL 1333**

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**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043  **Page 11 of 28**
### Classification

**Apprentice - GLAZIER - Local 1333**

**Effective Date - 06/01/2016**

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**Notes:**

Apprentice to Journeyworker Ratio: 1:3

---

### Notes:

- **Apprentice to Journeyworker Ratio:** 1:3

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### Classification

**GRADER/TRENCHING MACHINE/DERRICK
OPERATING ENGINEERS LOCAL 98**

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For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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### Classification

**HVAC (DUCTWORK)
SHEETMETAL WORKERS LOCAL 63**

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<th>Pension</th>
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

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### Classification

**HVAC (ELECTRICAL CONTROLS)
ELECTRICIANS LOCAL 7**

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For apprentice rates see "Apprentice- ELECTRICIAN"

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### Classification

**HVAC (TESTING AND BALANCING - AIR)
SHEETMETAL WORKERS LOCAL 63**

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For apprentice rates see "Apprentice- SHEET METAL WORKER"

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### Classification

**HVAC (TESTING AND BALANCING -WATER)
PLUMBERS & PIPEFITTERS LOCAL 104**

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

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### Classification

**HVAC MECHANIC
PLUMBERS & PIPEFITTERS LOCAL 104**

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

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#### HYDRAULIC DRILLS (HEAVY & HIGHWAY)

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

#### INSULATOR (PIPES & TANKS)

*HEAT & FROST INSULATORS LOCAL 6 (SPRINGFIELD)*

For apprentice rates see "Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Springfield"

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**Effective Date:** 09/01/2016

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**Effective Date:** 09/01/2017

For apprentice rates see "Apprentice - IRONWORKER/WELDER Local 7 Springfield"

#### IRONWORKER/WELDER

*IRONWORKERS LOCAL 7 (SPRINGFIELD AREA)*

<table>
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<th>Apprentice Base Wage</th>
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**Effective Date:** 03/16/2017

For apprentice rates see "JACKHAMMER & PAVING BREAKER OPERATOR Local 3 (BUILDING & SITE)"

#### JACKHAMMER & PAVING BREAKER OPERATOR

*LABORERS - ZONE 3 (BUILDING & SITE)*

<table>
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<th>Apprentice Base Wage</th>
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<th>Total Rate</th>
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**Effective Date:** 12/05/2016

### Notes:

- Structural 1:6; Ornamental 1:4

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**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043  **Page 13 of 28**
LABORER - LABORERS - ZONE 3 (BUILDING & SITE)

12/05/2016 $29.58 $7.60 $12.50 $0.00 $49.68

Apprentice - LABORER - Zone 3 Building & Site

Effective Date - 12/05/2016

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Notes:

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY) - LABORERS - ZONE 3 (HEAVY & HIGHWAY)

12/01/2016 $29.50 $7.60 $10.62 $0.00 $47.72

Apprentice - LABORER (Heavy & Highway) - Zone 3

Effective Date - 12/01/2016

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Notes:

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER

LABORERS - ZONE 3 (BUILDING & SITE)

12/05/2016 $29.58 $7.60 $12.50 $0.00 $49.68

LABORER: CEMENT FINISHER TENDER

LABORERS - ZONE 3 (BUILDING & SITE)

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

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER

LABORERS - ZONE 3 (BUILDING & SITE)

12/05/2015 $29.68 $7.60 $12.50 $0.00 $49.78

LABORER: MASON TENDER

LABORERS - ZONE 3 (BUILDING & SITE)

12/05/2016 $30.58 $7.60 $12.50 $0.00 $50.68

LABORER: MASON TENDER (HEAVY & HIGHWAY)

LABORERS - ZONE 3 (HEAVY & HIGHWAY)

12/01/2016 $29.75 $7.60 $10.62 $0.00 $47.97

LABORER: MULTI-TRADE TENDER

LABORERS - ZONE 3 (BUILDING & SITE)

12/05/2016 $29.58 $7.60 $12.50 $0.00 $49.68

Notes:

Apprentice to Journeyworker Ratio: 1:5
### LABORER: TREE REMOVER
**LABORERS - ZONE 3 (BUILDING & SITE)**

Effective Date: 12/05/2016  
Base Wage: $29.58  
Health: $7.60  
Pension: $12.50  
Supplemental Unemployment: $0.00  
Total Rate: $49.68

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see *Apprentice- LABORER*

### LASER BEAM OPERATOR
**LABORERS - ZONE 3 (BUILDING & SITE)**

Effective Date: 12/05/2016  
Base Wage: $29.83  
Health: $7.60  
Pension: $12.50  
Supplemental Unemployment: $0.00  
Total Rate: $49.93

For apprentice rates see *Apprentice- LABORER*

### LASER BEAM OPERATOR (HEAVY & HIGHWAY)
**LABORERS - ZONE 3 (HEAVY & HIGHWAY)**

Effective Date: 12/01/2016  
Base Wage: $29.75  
Health: $7.60  
Pension: $10.62  
Supplemental Unemployment: $0.00  
Total Rate: $47.97

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

### MARBLE & TILE FINISHERS
**BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE**

Effective Date: 02/27/2017  
Base Wage: $32.67  
Health: $10.75  
Pension: $17.05  
Supplemental Unemployment: $0.00  
Total Rate: $60.47

Apprentice to Journeyworker Ratio: 1:5

### MARBLE MASONS, TILELAYERS & TERRAZZO MECH
**BRICKLAYERS LOCAL 3 (SPR/PITT) - MARBLE & TILE**

Effective Date: 02/27/2017  
Base Wage: $39.26  
Health: $10.75  
Pension: $17.38  
Supplemental Unemployment: $0.00  
Total Rate: $67.39

Apprentice to Journeyworker Ratio: 1:5
### MECH. SWEEPER OPERATOR (ON CONST. SITES)

**Operating Engineers Local 98**

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For apprentice rates see "Apprentice- Operating Engineers"

### MECHANIC/WELDER/BOOM TRUCK

**Operating Engineers Local 98**

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For apprentice rates see "Apprentice- Operating Engineers"

### MILLWRIGHT (Zone 3)

**Millwrights Local 1121 - Zone 3**

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### MILLWRIGHT - Local 1121 Zone 3

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**Notes:**

- Steps are 2,000 hours
- Apprentice to Journeyworker Ratio: 1:5

### MORTAR MIXER

**Laborers - Zone 3 (Building & Site)**

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For apprentice rates see "Apprentice- Laborer"
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For apprentice rates see "Apprentice - OPERATING ENGINEERS"

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For apprentice rates see "Apprentice - OPERATING ENGINEERS"

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**Apprentice - PAINTER Local 35 - BRIDGES/TANKS**

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**Notes:**

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

**PAINTER (SPRAY OR SANDBLAST, NEW)**

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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. **PAINTERS LOCAL 35 - ZONE 3**
### Apprentice - PAINTER Local 35 Zone 3 - Spray/Sandblast - New

**Effective Date:** 01/01/2017

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</table>

**Notes:**
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:** 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)  
PAINTERS LOCAL 35 - ZONE 3

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

**Effective Date:** 01/01/2017

<table>
<thead>
<tr>
<th>Step</th>
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<th>Supplemental Unemployment</th>
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**Notes:**
Steps are 750 hrs.

**Apprentice to Journeyworker Ratio:** 1:1

PAINTER / TAPER (BRUSH, NEW) *

*If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.* PAINTERS LOCAL 35 - ZONE 3

---

**Issue Date:** 04/12/2017  
**Wage Request Number:** 20170412-043
### Apprentice - PAINTER - Local 35 Zone 3 - BRUSH NEW

**Effective Date:** 01/01/2017

<table>
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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

**PAINTER / TAPER (BRUSH, REPAINT)**

**Effective Date:** 01/01/2017

<table>
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### Apprentice - PAINTER Local 35 Zone 3 - BRUSH REPAINT

**Effective Date:** 01/01/2017

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**Notes:**
- Steps are 750 hrs.
- Apprentice to Journeyworker Ratio: 1:1

**PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY)**

**Effective Date:** 12/01/2016

<table>
<thead>
<tr>
<th>Apprentice Base Wage</th>
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<tbody>
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For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"

**Panel & Pickup Trucks Driver**

**Effective Date:** 12/01/2012

<table>
<thead>
<tr>
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<th>Pension</th>
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**Effective Date:** 08/31/2015

<table>
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<th>Total Rate</th>
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For apprentice rates see "Apprentice- PANEL & PICKUP TRUCKS DRIVER"

**Pile Driver Local 56 (ZONE 3)**

**Effective Date:** 08/31/2015

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<th>Supplemental Unemployment</th>
<th>Total Rate</th>
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<tr>
<td>$39.00</td>
<td>$9.80</td>
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For apprentice rates see "Apprentice- PILE DRIVER"
## Classification

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<tr>
<td><strong>Step</strong></td>
<td><strong>percent</strong></td>
<td><strong>Apprentice Base Wage</strong></td>
<td><strong>Health</strong></td>
<td><strong>Pension</strong></td>
<td><strong>Supplemental Unemployment</strong></td>
<td><strong>Total Rate</strong></td>
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**Notes:** Apprentice wages shall be no less than the following Steps:
( Same as set in Zone 1)
1$50.05/2$54.25/3$58.46/4$60.56/5$62.66/6$62.66/7$66.87/8$66.87

Apprentice to Journeyworker Ratio:1:3

### PIPELAYER

**LABORERS - ZONE 3 (BUILDING & SITE)**

For apprentice rates see "Apprentice- LABORER"

<table>
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<th>Total Rate</th>
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### PIPELAYER (HEAVY & HIGHWAY)

**LABORERS - ZONE 3 (HEAVY & HIGHWAY)**

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

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<th>Total Rate</th>
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### PLUMBER & PIPEFITTER

**PLUMBERS & PIPEFITTERS LOCAL 104**

<table>
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<th>Health</th>
<th>Pension</th>
<th>Total Rate</th>
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<tbody>
<tr>
<td>03/17/2017</td>
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**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043  **Page 20 of 28**
## PLUMBER/PIPEFITTER - Local 104

### Apprentice Base Wage Table

**Apprentice - PNEUMATIC CONTROLS (TEMP.)**

<table>
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**Notes:** **1:1,2:5,3:9,4:12

Apprentice to Journeyworker Ratio:**

### PNEUMATIC CONTROLS (TEMP.)

**PLUMBERS & PIPEFITTERS LOCAL 104**

<table>
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For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"
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For apprentice rates see "Apprentice- OPERATING ENGINEERS".

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For apprentice rates see "Apprentice- OPERATING ENGINEERS".

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As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.
### Apprentice - CARPENTER (Residential Wood Frame) - 108 Hampden Hampshire

**Effective Date:** 04/01/2017

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**Notes:**

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

#### Apprentice to Journeyworker Ratio:

RIDE-ON MOTORIZED BUGGY OPERATOR

**CLASSIFICATION:** LABORERS - ZONE 3 (BUILDING & SITE)

For apprentice rates see "Apprentice- LABORER"

**Effective Date:** 12/05/2016

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ROLLER OPERATOR

**CLASSIFICATION:** OPERATING ENGINEERS LOCAL 98

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**Effective Date:** 12/01/2016

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ROOFER (Coal tar pitch)

**CLASSIFICATION:** ROOFERS LOCAL 248

For apprentice rates see "Apprentice- ROOFER"

**Effective Date:** 10/16/2016

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ROOFER (Inc.Roof Waterproofg &Roofer Damproofg)

**CLASSIFICATION:** ROOFERS LOCAL 248

For apprentice rates see "Apprentice- ROOFER"

**Effective Date:** 10/16/2016

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

**Apprentice to Journeyworker Ratio: 1:3**

**ROOFER SLATE / TILE / PRECAST CONCRETE**

*ROOFERS LOCAL 248*

10/16/2016 $32.25 $9.41 $13.25 $0.00 $54.91

For apprentice rates see "Apprentice- ROOFER"

**SCRAPE**

*OPERATING ENGINEERS LOCAL 98*

12/01/2016 $33.15 $10.58 $12.38 $0.00 $56.11
06/01/2017 $33.76 $10.58 $12.65 $0.00 $56.99
12/01/2017 $34.36 $10.58 $12.92 $0.00 $57.86
06/01/2018 $34.97 $10.58 $13.19 $0.00 $58.74
12/01/2018 $35.57 $10.58 $13.46 $0.00 $59.61
06/01/2019 $36.08 $10.58 $13.73 $0.00 $60.39
12/01/2019 $36.68 $10.58 $14.00 $0.00 $61.26

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**SELF-POWERED ROLLERS AND COMPACTORS (TAMPERS)**

*OPERATING ENGINEERS LOCAL 98*

12/01/2016 $32.54 $10.58 $12.38 $0.00 $55.50
06/01/2017 $33.15 $10.58 $12.65 $0.00 $56.38
12/01/2017 $33.75 $10.58 $12.92 $0.00 $57.25
06/01/2018 $34.36 $10.58 $13.19 $0.00 $58.13
12/01/2018 $34.96 $10.58 $13.46 $0.00 $59.00
06/01/2019 $35.47 $10.58 $13.73 $0.00 $59.78
12/01/2019 $36.07 $10.58 $14.00 $0.00 $60.65

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**SELF-PROPELLED POWER BROOM**

*OPERATING ENGINEERS LOCAL 98*

12/01/2016 $29.92 $10.58 $12.38 $0.00 $52.88
06/01/2017 $30.53 $10.58 $12.65 $0.00 $53.76
12/01/2017 $31.13 $10.58 $12.92 $0.00 $54.63
06/01/2018 $31.74 $10.58 $13.19 $0.00 $55.51
12/01/2018 $32.34 $10.58 $13.46 $0.00 $56.38
06/01/2019 $32.85 $10.58 $13.73 $0.00 $57.16
12/01/2019 $33.45 $10.58 $14.00 $0.00 $58.03

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

**SHEETMETAL WORKER**

*SHEETMETAL WORKERS LOCAL 63*

01/01/2017 $32.24 $10.64 $15.49 $1.75 $60.12

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Issue Date: 04/12/2017  Wage Request Number: 20170412-043
# Classification

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**Notes:**
- Apprentice to Journeyworker Ratio: 1:3

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**Notes:**
- Steps are 4 mos.
- Apprentice to Journeyworker Ratio: 1:1

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**Issue Date:** 04/12/2017  
**Wage Request Number:** 20170412-043  
**Page:** 25 of 28
### SPRINKLER FITTER - Local 669

**Classification:** SPRINKLER FITTER

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#### Apprentice - SPRINKLER FITTER - Local 669

**Effective Date:** 04/01/2017

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**Effective Date:** 01/01/2018

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#### Notes:

- Apprentice to Journeyworker Ratio: 1:1

**TELECOMMUNICATION TECHNICIAN - ELECTRICIANS LOCAL 7**

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**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043  **Page 26 of 28**
### TELECOMMUNICATION TECHNICIAN - Local 7

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**Notes:**
- Steps are 800 hours
- Apprentice to Journeyworker Ratio: 1:1

### MARBLE-TILE-TELECOMMUNICATION TECHNICIAN - Local 3 Marble/Tile (Spr/Pitt)

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**Notes:**
- Apprentice to Journeyworker Ratio: 1:5
- For apprentice rates see "Apprentice- LABORER"

### LABORERS - FOUNDATION AND MARINE

#### TEST BORING DRILLER

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**Issue Date:** 04/12/2017  **Wage Request Number:** 20170412-043 **Page 27 of 28**
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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.
WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, section 27B, a true and accurate record must be kept of all persons employed on the public works construction project for which the enclosed rates have been provided. The Weekly Payroll Report Form includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the project.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Executive Office of Labor within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:
STATEMENT OF COMPLIANCE

Date: _____ / _____ / 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 _________________________________________
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<th>Projected Total of all Minority Hours</th>
<th>Projected Total of all Women Hours</th>
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Authorized Signature _________________________ Title _________________________ Date ________________

Note: A revised table must be submitted if any changes on projection occur.

Quarterly Projected Workforce Table - Revised 10/01

186
CERTIFICATE OF PAYMENT

BY CONTRACTOR/DESIGNER TO MINORITY & WOMEN BUSINESS ENTERPRISES
UNIVERSITY OF MASSACHUSETT AMHERST

TO: University of Massachusetts Amherst

Facilities Planning
360 Campus Center Way
Amherst, MA 01003

Reporting
Period__________________________

Physical Plant Building

Contract Date

__________________________

Design Contract

Construction Contract

RE: UMA No.__________________________

Project No.

Project Name__________________________

The undersigned hereby certifies under the pains and penalties of perjury that the contractor/designer named below has made the following payments to the named Minority and Women Business Enterprises for work performed on the above project:

<table>
<thead>
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<th>MBE/WBE Firm Name</th>
<th>Work Performed</th>
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</tbody>
</table>
☐ MBE
☐ WBE

☐ MBE
☐ WBE

☐ MBE
☐ WBE

☐ MBE
☐ WBE

Date Submitted: __________________________

Name of General Contractor or Design Firm

Telephone No.: __________________________

Authorized Signature

Fax No.: __________________________

Print Name and Title

* MBE and WBE payment reports are required for each quarter of the fiscal year for each of your University of Massachusetts Amherst projects. Reports are to cover the following three month periods: 1st quarter, July 1st – September 30th; 2nd quarter, October 1st – December 31st; 3rd quarter, January 1st – March 31st; 4th quarter, April 1st – June 30th. Reports must be submitted within 10 business days of your receipt of this form.

NOTICE: Intentionally submitting false information in this document may subject the contractor/designer to criminal prosecution and/or debarment from public contracting.
INSTRUCTIONS FOR COMPLETING CERTIFICATE OF PAYMENT BY CONTRACTOR/DESIGNER TO MINORITY & WOMEN BUSINESS ENTERPRISES

As part of its effort to ensure reliable, up-to-date information concerning the actual payments made to certified MBE and WBE subcontractors on all University of Massachusetts Amherst projects, the Compliance Office has prepared these instructions to assist you in completing the enclosed form. PLEASE READ THESE INSTRUCTIONS CAREFULLY. UNIVERSITY OF MASSACHUSETTS AMHERST WILL RETURN ANY CERTIFICATION OF PAYMENT THAT IS INCOMPLETE OR INACCURATE.

PLEASE NOTE: IF THIS PROJECT IS COMPLETE, ON HOLD, OR YOUR FIRM PREVIOUSLY SUBMITTED A FINAL CERTIFICATION OF M/WBE PAYMENT FOR THIS PROJECT, PLEASE SO INDICATE ON THE FORM AND RETURN IT TO UNIVERSITY OF MASSACHUSETTS AMHERST, FACILITIES PLANNING.

PLEASE INCLUDE THE FOLLOWING INFORMATION IN THE DESIGNATED SECTIONS OF THE FORM:

**M/WBE NAME:** Include the MBEs and WBES listed on the project’s approved Schedule For Participation and any additional M/WBEs that worked on the project. Please note that any change in MBE and/or WBE participation used to meet the project M/WBE goals must be pre-approved by the Director of Facilities Planning responsible for this project and a Revised M/WBE Schedule of Participation will be required. Contact the University of Massachusetts Amherst, Facilities Planning Project Manager immediately if you anticipate or have had any changes in M/WBE participation on this project.

**WORK PERFORMED:** Include a brief description of the work performed by each subcontractor listed. The description should match the M/WBE Letter of Intent and approved Schedule of Participation. M/WBEs must be SOMWA-certified in the category of work performed on this project for firms used to meet the project M/WBE goals.

**SUBCONTRACT AMOUNT:** Include the contract or subcontract amounts listed on the M/WBE Letters of Intent and approved Schedule of Participation. If the value of a MBE/WBE contract or subcontract has decreased or increased for any reason, you must contact the University of Massachusetts Amherst, Facilities Planning Project Manager responsible for this project immediately. If additional M/WBE firms not listed on the Schedule for Participation worked on this project list the amount of their subcontracts.

**PAYMENTS THIS QUARTER:** Include the amount you paid the M/WBE subcontractor, either directly or indirectly, for work performed on this project during the three month period covered by this Certification of Payment. If the amount paid was zero, please indicate that. Do not include payments from previous periods or estimated future payments in this column. Please note that you may be required to submit copies of cancelled checks to verify the amounts reported for firms used to meet the project’s M/WBE goals.

**CUMULATIVE PAYMENTS:** Include the total amount you paid the M/WBE subcontractor, either directly or indirectly, for work performed on this project for all quarters to date. This amount should equal all payments made during the period covered by this Certificate of Payment as well as all payments from previous periods. The University of Massachusetts Amherst, Facilities Planning Project Manager will check the total amount reported this quarter against any payments previously reported. To ensure accurate reporting, please review the prior Certifications of Payments you submitted for this project.
Where necessary, correct any earlier mathematical or reporting errors and submit revised Certifications of Payment.

IF YOU HAVE ANY QUESTIONS CONTACT THE UNIVERSITY OF MASSACHUSETTS AMHERST, FACILITIES PLANNING PROJECT MANAGER.

Certification of Payment Revised 10/01
CERTIFICATE OF COMPLETION

BY MINORITY/WOMEN BUSINESS ENTERPRISE
UNIVERSITY OF MASSACHUSETTS AMHERST

UMA Number_________________ Project Number _______________________
Project Location__________________________

Project Name________________________________________________________________________

Name of MBE/WBE Firm________________________
Address________________________________________________________________________________

Name of General Contractor_______________________
Address________________________________________________________________________________

DESCRIPTION OF WORK (AS SHOWN IN LETTER OF INTENT)

DESCRIPTION OF ACTIVITY
(Note “Labor Only,” “Material Only,”
“Material and Labor,” “Complete”)
____________________________________________________________________________________

____________________________________________________________________________________

Original Subcontract Amount
$________________________________________
Adjusted Subcontract Amount (Change Orders, etc.)
$________________________________________
Total Payments Received to Date From Prime Contractor
$________________________________________
Total Amount/Balance Due From Prime Contractor
$________________________________________
If the completed activity is different from that listed on the Letter of Intent, please explain:


(If more space is needed, continue on back of sheet)

The individuals signing below hereby certify under the pains and penalties of perjury that all work listed on the Contract Letter of Intent (or approved changes thereto as explained above) was completed by the MBE/WBE firm on _______________, 20____ and the above amounts listed for these services are true and accurate.

FOR CONTRACTOR

Authorized Signature________________________

Print Name_______________________________

Title____________________________________

Date_________ Telephone No.______________

FOR MBE/WBE FIRM

Authorized Signature________________________

Print Name_______________________________

Title____________________________________

Date_________ Telephone No.______________

NOTE: To be submitted to the University of Massachusetts Amherst within ten (10) days after completion of work by MBE/WBE.

Facilities Planning

Physical Plant Building

360 Campus Center Way

Amherst, MA 01003

Certificate of Completion – Revised 10/01
PROJECT NO. ______________
UMA NO. ____________

FORM FOR TRANSFER OF TITLE (UMA FORM 16)

Name of Contractor or Subcontractor having ownership

Business Address

Date

KNOW ALL MEN BY THESE PRESENTS
That we, ________________________________, of ________________________________

(City)
in the County of ________________________________ and the Commonwealth of Massachusetts, in consideration of One Dollar ($1.00) and other good and valuable consideration paid by the University of Massachusetts Amherst and receipt thereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said University of Massachusetts Amherst, clear title to, and beneficial ownership of, the following goods and chattels, namely:
as per attached bills, belonging to us, now on the job site in __________________________,

(location) Massachusetts, or at ____________________ which location has been agreed to in writing.

To have and to hold all and singular the said goods and chattels to the University of Massachusetts Amherst and to its own use and behoof forever.

And we hereby covenant and represent under pains and penalties of perjury that we are the lawful owner of the said goods and chattels and that they are free from all liens and encumbrances. And the undersigned individual executing this document on behalf of the transferor represents and warrants that he or she is legally authorized to execute this document on behalf of said transferor.

In Witness whereof we, the said ________________________________ hereunto set

(Contractor or Subcontractor's Firm Name)

our hand and seal this ____ day of _____________ in the year two thousand and _____.

193
(Contractor or Subcontractor's Name)
By: ________________________________

Title: ________________________________
hereunto duly authorized
UNIVERSITY OF MASSACHUSETTS AMHERST, ss

Then appeared the said ________________________________ to me known or proven to be the
__________________________ of ________________________________, and
acknowledged the foregoing to be his free act and deed and the free act and deed of
______________________________, before me.

__________________________________________
Notary Public
My Commission Expires: ______________

The General Contractor hereby certifies under penalties of perjury that the goods and chattels
transferred above meet the requirements of the Plans and Specifications and will shortly be
needed for the Work; that the General Contractor can and will adequately protect them in
accordance with the Contract Documents until they are incorporated in the Work; that said goods
and chattels are insured as required by the Contract Documents; that acceptance of these goods
and chattels by the University of Massachusetts Amherst shall not constitute a waiver of any
claim arising out of the construction contract between the parties, nor of any claims for breach of
warranty, express or implied, or otherwise, arising out of this sale; that it is understood that the
University of Massachusetts Amherst reserves the right to give notice of any of the aforesaid
breaches at any time subsequent to said sale when said breach first appears to the University of
Massachusetts Amherst.

In Witness whereof we, the said ________________________________ hereunto set

(Contractor's Firm Name)

our hand and seal this ___ day of ____________ in the year two thousand and ____.

__________________________________________  ________________________________
(Contractor's Name)  (Name of Surety Company)

By: ______________________________________  ________________________________
(Authorized Signature for Surety)
Title:________________________________________

hereunto duly authorized

I hereby certify, under the penalties of perjury, that the articles or services listed have been received and are in keeping with the specifications, or are to be received in accordance with customary trade practices, and are in good order except as otherwise noted. Payment is hereby authorized and is properly chargeable to the designated appropriation.

____________________________________________
(Architect) (Engineer) (Date)

____________________________________________
Resident Engineer/Project Manager (Date)
UNIVERSITY OF MASSACHUSETTS AMHERST

FACILITIES PLANNING

Physical Plant Building, 360 Campus Center Way,
Amherst, MA 01003

E-I CERTIFICATE OF

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FROM AWARDING AUTHORITY: University of Massachusetts Amherst

TO: General Contractor:

RE: UMA No.
    Project No.
    Title:
    Location:
AUTHORITY: M.G.L. c. 30, s. 39K; Article VI General Conditions of Contract

Pursuant to the authority noted above you are notified that the University of Massachusetts Amherst is satisfied that the portion of the above noted project, as hereinafter enumerated, is ready for Use and/or Occupancy. (Identify portions to be used and/or occupied.)

The University of Massachusetts Amherst, through its undersigned representatives, hereby accepts from the Contractor, subject to Contract stipulations, said portion of the project effective as of Midnight the ________ day of ______________ 20_____. The Contractor is relieved of responsibility for performing further work or supplying further materials, equipment or items, with the exception of the attached. (Append a complete list of all incomplete or unsatisfactory items of contract work which in the opinion of the University of Massachusetts Amherst are attributable to the fault, negligence or oversight of the Contractor, his subcontractor, material suppliers, agents, servants or employees.)

The use of any portion of the project or the occupancy of any building or portion thereof by the University of Massachusetts Amherst shall not constitute a final acceptance of any work not performed in accordance with the Contract, nor relieve the Contractor of liability to perform any work required by the Contract or of liabilities with respect to any warranties, guarantees, indemnifications, insurance, or other items that are required by the Contract to survive the issuance of this certificate.

The undersigned recommend the issuance of this Certificate of Agency Use and Occupancy.

UMass Amherst Project. Manager:

__________________________________
Signature

__________________________________
Date

By: ____________________________________
E-2 FINAL ACCEPTANCE

CERTIFICATE OF FINAL INSPECTION, RELEASE AND ACCEPTANCE

UMA. State Project No. <>, Project No. <>
Title: ___________________________
Location: <>
Contractor: <>

This is to certify that a complete inspection of the above entitled project was made on <> by the undersigned and the entire work was completed in accordance with the plans and specifications. The undersigned recommends acceptance of the project.

<table>
<thead>
<tr>
<th>Designer</th>
<th>Authorized Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

CERTIFICATE OF RELEASE

The undersigned hereby certifies that all work has been completed in accordance with the Plans, Specifications and Contract Documents and that all Change Orders have been supported pursuant to Articles VII and VIII of the General Conditions of the Contract.

2. Contract Award Price: $<>  Adjusted Contract Price: $<>  
   Authorized Additions: $<>  Paid to Date: $<>  
   Authorized Deductions  $<>  Balance Due: $<>  

3. The undersigned further certifies that in addition to the amount set forth above, there are outstanding and unsettled the following the Change Orders as submitted according to UMass Form 13.

   Request No. <>  Date: <>  Amount: $<>  

4. Subject to satisfactory disposition of Change Orders listed in Item 3 above, the undersigned releases the University of Massachusetts Amherst from all further claims for wages or payments to subcontractors or suppliers except: (list on attached sheet).

   by: ____________________________________________
       Contractor

   Authorized Signature: ____________________________________________
   The above entitled project is accepted as of ____________________________________________
   Date
Form ST-5C
Contractor’s Sales Tax Exempt Purchase Certificate

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

Exempt number: E 043 - 167 - 352

Name of exempt organization: University of Massachusetts

Authorizing signature: John O’Malley

Date: Director of Procurement

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

Purchaser: ☐ contractor ☐ subcontractor

Address:

Date: Vendor registration number (if applicable)

Contract/subcontract number: Contract/subcontract date: Estimated date of completion

Part C. To be completed by purchasing contractor or subcontractor claiming exemption. See instructions. I claim the exemption corresponding to the box checked below, and certify as follows (check appropriate box below):

1. ☐ Exemption under MGL Ch. 64H, sec. 6(d) or (e): Contractor as Agent of Exempt Entity. I certify that the purchaser is a contractor or subcontractor engaged in the performance of a contract for the construction, reconstruction, alteration, remodeling or repair of a building or structure for a governmental body or agency or for a certified IRC Section 501(c)(3) exempt organization or other project described in MGL Ch. 64H, sec. 6(f).

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

☐ Tax exempt organization (under IRC Section 501(c)(3)) as described in MGL Ch. 64H, sec. 6(e) (parochial school, Scout troop, PTO, etc.). Attach Form ST-2, Certificate of Exemption. If Form ST-2 is not available, enter agency’s exemption number.

To the best of my knowledge and belief, the quantities of tangible personal property noted on the reverse side are exempt from the sales/use tax under the provisions of MGL Ch. 64 H, sec. 5(d) or (e) as they are purchased by a purchaser acting as an agent for either a Massachusetts governmental body or for a tax-exempt organization under IRC section 501(c)(3).

2. ☐ Exemption under MGL Ch. 64H, sec. 6(f): Building Materials and Supplies. I certify that the purchaser is a contractor or subcontractor engaged in the performance of a contract for the construction, reconstruction, alteration, remodeling or repair of a building or structure for a governmental body or agency or for a certified IRC Section 501(c)(3) exempt organization or other project described in MGL Ch. 64H, sec. 6(f).

To the best of my knowledge and belief, the described quantities of building materials and supplies noted on the reverse side are exempt from sales/use tax under the provisions of MGL Ch. 64H, sec. 6(f), and the described quantities of these materials and supplies are being purchased for use exclusively in the above contract.

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

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

Signed under the penalties of perjury.

Signature: Title:

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

PART IV

SUPPLEMENTARY GENERAL CONDITIONS AND SPECIFICATIONS
DIVISION 01 GENERAL REQUIREMENTS

SUMMARY

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

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

B. Equality of material, article, assembly or system other than those named or described in this Section shall be determined in accordance with the provisions of Article V of the CONTRACT AND GENERAL CONDITIONS.

1.2 REQUIREMENTS INCLUDED

A. Work under this Contract.

B. Examination of Site and Documents.

C. Contractor’s Qualifications.

D. Contract Method.

E. Work Sequence.

F. Supervision of Work.

G. Contractor’s Use of Premises.

H. Coordination.

I. Field Engineering.

J. Reference Standards.

K. Preconstruction Conference.

L. Project Meetings.

M. Permits, Inspection, and Testing Required by Governing Authorities.

N. Cutting, Coring, Patching, Unless Otherwise Indicated.

O. Debris Removal.
P. Field Measurements.

Q. Emergency Procedures.

R. Safety Regulations.

S. OSHA Safety and Health Course Documentation.

T. Damage Responsibility.

U. Owner Furnished Products.

V. Owner Occupancy.

W. Asbestos and Hazardous Materials Discovery.

X. Special Requirements.

Y. List of Drawings.

1.3 WORK UNDER THIS CONTRACT

A. General Information: The University of Massachusetts at Amherst is soliciting bids from qualified plumbing contractors. The selected contractor(s) will provide these services in support of the educational mission at the University of Massachusetts Amherst (UMA).

1. The executed contract will be an “ON CALL/PER CALL/AS NEEDED/PER PROJECT” with a value not to exceed $750,000.00 estimated annual volume of business.

2. The UMA reserves the right to issue more than one contract as the result of the Request for Bids.

3. Payment Bonds and Performance Bonds shall be paid by the Contractor and shall be included in the CONTRACT HOURLY RATES.

4. The contract shall be for a period beginning on or about June 1, 2017 and continuing through May 31, 2018, with the option to renew the contract for an additional two (1) year periods as of June 1, 2018. The contract shall not extend beyond midnight of May 31, 2020.

5. Either party may discontinue renewal of the contract by notifying the other party of their intentions, in writing, at least sixty (60) days prior to the renewal date.

6. The University will not consider any additional time required to secure materials or perform work as justification for an extension of the contract period.

B. The work to be done under this contract consists of executing and completing all work required for UMAPP17-022, CAMPUS PLUMBING TRADE SERVICE, UNIVERSITY OF MASSACHUSETTS AMHERST.

C. The contract consists of all necessary elements including labor (Journeyman and Apprentice), equipment, materials, tools, and vehicles required for Plumbing trade service on a PER
CALL/AS NEEDED/PER PROJECT basis, in accordance with the standards specified herein, at facilities under the jurisdiction of the University of Massachusetts Amherst.

The Contractor shall assume all costs and responsibilities for all labor, equipment, materials, tools, and vehicles required for the work under this document unless otherwise specified.

The work includes the installation of all Contractor supplied plumbing materials and all operations and adjustments required for the restoration of plumbing systems to complete operating status. Examples of the required work include:

2. Installation and Repair of Plumbing Fixtures.
3. Installation and Repair of Faucets and Valves.
5. Drilling or Cutting Holes through Floors, Walls, and Ceilings.
6. Any Other Work Commonly Performed by Plumbers.

D. The work will be primarily limited to the Amherst Campus; however, the University reserves the right to require such work at other facilities under the jurisdiction of the University of Massachusetts Amherst.

E. The plumbing shall be constructed so as to meet all requirements of the Massachusetts State Building Code, current edition, in addition to all other applicable codes and regulations.

F. The Massachusetts Standard Labor Wage rates, as outlined in the exhibits, will be used in the construction of this project.

1.4 EXAMINATION OF SITE AND DOCUMENTS

A. Any pre-bid questions concerning this Request for Bids shall be referred to Peter Royer by email at: procurement@admin.umass.edu.

B. The Contractors are expected to examine and to be thoroughly familiar with all contract documents and with the conditions under which the work is to be carried out. UMA will not be responsible for errors, omissions, and/or charges for extra work arising from the Contractors or Subcontractors failure to familiarize themselves with the contract documents. The Contractor and Subcontractor acknowledge that they are familiar with the conditions and requirements of the contract documents where they require, in any part of the work a given result to be produced, and that the contract documents are adequate and will produce the required results.

C. No questions from Contractors will be accepted within 5 days of the bid opening. Questions will be answered in the form of an addendum which will be posted to the Procurement website: http://www.umass.edu/procurement/constructionprojects.htm. Bidders must register as a Plan Holder in order to receive notice of addenda. Any information provided by other than the designated contact person identified above should be disregarded in the preparation of Bids.
1.5 CONTRACTOR QUALIFICATIONS

A. The Contractor must be currently certified by the Division of Capital Asset Management (DCAMM) for Plumbing.

B. The Contractor shall certify in writing with the bid, documentation, in the form of correspondence and other evidence, testifying to having experience, for a period of at least five (5) continuous years, in plumbing trade labor services.

C. All work shall be performed by qualified, competent, and experienced plumbing trade workers.

D. If the Contractor is notified in writing, that, in the opinion of the University, any of the Contractor's personnel are incompetent, unfaithful, disorderly, or whose work practices and/or procedures are unsatisfactory, the respective person or persons shall forthwith be replaced and shall not again be employed in the performance of the work under the contract.

E. The Contractor shall be able to perform the services required under this document at up to three (3) sites simultaneously; therefore, the Contractor shall have adequate personnel and equipment readily available.

F. Upon award of the contract, the Contractor, shall submit a list of names of personnel and their respective job classifications, which they propose to use and pertinent support data certifying the employees as qualified, to:

   Attention: Mechanical Estimator – Andrew Thibault
   University of Massachusetts Amherst
   1st Floor Physical Plant Building
   360 Campus Center Way
   Amherst, MA 01003

G. The Contractor shall notify the Mechanical Estimator, Andrew Thibault immediately by telephone at 413/545-0201, followed in writing, of any change of response personnel or telephone number.

H. All submittals of qualifications for the Contractor and employees thereof shall remain on file with the University of Massachusetts, Administrative Services, Purchasing and Contract Office, throughout the contract period.

I. A bid submitted by a Contractor having experienced bankruptcy or financial reorganization under Chapter 7 or Chapter 11 within the last five (5) years will be disqualified.

J. The Contractor's Updated Statement is not a public record as defined in M.G.L., Chapter 4, Section 7, and will not be open to public inspection.

K. Failure of the Contractor to meet all requirements of this section shall be cause for disqualification of the bid or termination of the contract.
1.6 CONTRACT METHOD

A. The University anticipates that the annual volume of business under the contract will be approximately $750,000.00, however, no guaranteed of volume is made.

B. If the anticipated annual volume of business is met prior to the contract end date, this contract will be closed and rebid under the appropriate statute.

C. There is no guarantee of the quantity of projects and the University is only obligated to require services on an as needed basis. No estimate of any quantity is implied, nor is it to be inferred, for the work required under this document.

D. Projects estimated to exceed $25,000.00 may be publicly bid under separate documents and will be awarded under the appropriate statute.

E. Projects estimated to exceed $150,000.00 will not be permitted under this contract and will be publicly bid under separate documents and will be awarded under the appropriate statute.

F. The services required under the contract include all services defined in Section 1.3 of this Division I and as defined in Sections 1.01 and 1.02 in DIVISION II, of this Document.

G. A University issued ROUTINE WORK TASK, as referenced in SECTION 6.01.01, a DELIVERY / ORDER FORM, (DOF), as referenced in SECTION 6.01.02, each under DIVISION II of this document, will be required for each project.

H. Projects shall only be performed as authorized by the UMA Project Manager and upon receipt of the completed DELIVERY/ORDER FORM, as referenced in PART 6, under DIVISION II of this document. A sample DELIVERY/ORDER FORM is provided under PART 6, under DIVISION II of this document.

I. The Contractor shall furnish to the University, when and if ordered, the supplies and services specified in each DELIVERY/ORDER FORM, up to and including the quantity designated in said order as the “maximum”. The University will order at least the quantity of supplies and services designated in said form as the “minimum”.

J. Except for any limitations on quantities in each DELIVERY/ORDER FORM, there is no limit on the number of orders that may be issued. The University may issue orders requiring delivery to multiple destinations for performance at multiple locations. Any order issued during the effective period of the contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

K. Delivery Order Form delivery dates will be established in accordance with the following standards:

<table>
<thead>
<tr>
<th>DELIVERY ORDER VALUE</th>
<th>COMPLETION STANDARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to $5,000</td>
<td>to 3 working days</td>
</tr>
<tr>
<td>$5,001 to $10,000</td>
<td>to 5 working days</td>
</tr>
<tr>
<td>$10,001 and above</td>
<td>to 10 working days</td>
</tr>
</tbody>
</table>
No Delivery Order Form will take more than 2 weeks (10 working days) to produce for consideration.

(When estimated cost of a project appears unreasonable, in view of prior cost experience and other prevailing estimates, the University reserves the right to perform or award the services under separate documents and under the appropriate statute.)

1.7 WORK SEQUENCE

A. The Contractor shall be able to commence work immediately, if required, upon the date of contract award and shall complete all projects fully and acceptably, as herein prescribed, during the contract period.

B. All work shall be performed in accordance with the specifications of this document and as directed by the University.

C. The Contractor shall commence work on each project within time frames, determined by the University and shall prosecute said work diligently to complete each project, ready for use, not later than the time frames agreed to by both the University and the Contractor. The time stated for completion shall include final cleanup of the premises. The Contractor shall understand that whenever projects are ordered as individual projects or any combination thereof, the work shall be performed concurrently.

D. Working hours shall be as required and approved by the Owner. The Plumbing Contractor shall coordinate and schedule all Work with the UMA Project Manager/ and or their representative.

E. The Contractor’s failure to respond and/or commence and/or complete work within the stated time frames, may result in termination of the contract by the University. Any expenses incurred by the University as a result of non-response or contract termination will be back-charged to the Contractor and will be deducted from any balances due the contractor. Said expenses will include but shall not be limited to, the cost of re-advertising of the contract specifications and other actual related costs.

F. The Contractor shall provide, protect, and maintain all labor, materials, equipment, tools, and vehicles required for the completion of the project, until the University’s acceptance of the respective project. The equipment shall be the type approved and designed for the purpose and shall be in satisfactory working condition.

G. The Contractor shall maintain finished surfaces, in the areas affected by the work under the contract in clean, unmarred condition until acceptance of the project by the University.

H. Any materials broken or damaged during performance of the work, shall be promptly replaced by the Contractor, at no additional cost and to the University’s satisfaction.

I. Failure of the Contractor to meet all requirements of this section shall be cause for termination of the contract.
1.8 SUPERVISION OF WORK

A. The Contractor shall be held directly responsible for the correct installation of all work performed under this Contract. The Contractor must make good repair, without expense to the Commonwealth, of any part of the new work, or existing work to remain, which may become inoperative on account of leaving the work unprotected or unsupervised during construction of the system or which may break or give out in any manner by reason of poor workmanship, defective materials or any lack of space to allow for expansion and contraction of the work during the Contractor's warranty period, from the date of final acceptance of the work by the University of Massachusetts Amherst (UMA).

1.9 PLUMBING CONTRACTOR’S USE OF PREMISES

A. Use of the Site: Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated. Toilet Facilities will be designated by the University Project Manager/and or their representative.

1. Owner Occupancy: Allow for Owner occupancy and use by the public (if applicable).
2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner’s employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
3. Areas outside the Construction Fence or Immediate Work Area: The Contractor is responsible for clean-up of all debris, dirt and sediment resulting from the construction work.

B. Schedule and perform work to afford minimum of interruption to normal and continuous operation of utility systems. The Contractor shall submit to UMA for approval, proposed schedule for performing work; including construction of new utilities, re-routing of existing utilities and final connection of new work to existing work. Schedule shall indicate shutdown time required for each operation.

1. Work includes checking all safety devices to verify that they have come back on-line after interruption. This requirement will not be waived.

C. The shutting down or interrupting any utilities, services or facilities which may affect the operation of the building outside the area of work or other buildings, services or facilities of the UMA.

D. The Contractor shall be aware of the sensitivity of the neighborhood organizations to noise, dust, debris, vibration, and site maintenance and take appropriate precautions to avoid conflict.

E. Damage to existing work, if caused by the Contractor’s operations under this Contract, shall be repaired at the Contractor’s expense.

F. Trenching and other work outside construction limits shall be expedited to fullest extent and carried out with minimum of inconvenience to normal operation of the Operating Agency and public traffic. Walks, paved or landscaped areas over which temporary driveways cross, shall upon completion of the work, be restored to their original condition. Temporary roadways shall be bridged over trenched areas. Filing is required for a UMA issued trench permit.
G. The Contractor can gain access to the premises determined by the UMA Project Manager. In addition the Contractor and his personnel will limit themselves only within the working premises during working hours. If work needs to be scheduled during times other than those working hours determined by UMA Project Manager, Contractor shall inform the UMA Project Manager one week prior to work.

H. Confine operations at the site to areas permitted by:

1. Laws
2. Ordinances
3. Permits
4. Contract Documents
5. Owner’s Regulations

I. If required by UMA or the UMA Project Manager, workers will be required to wear identifying name badges. In secure areas, submit names of workers for clearing by the UMA Project Manager.

J. Contractor shall supervise the use of the site related to construction and be responsible for correcting any damage identified by the UMA Project Manager to the UMA Project Manager’s satisfaction.

K. Any connections to available utilities, all metering, transformers, removal, usage, and their associated costs will be the responsibility of the appropriate Subcontractor and should be approved by the Project Manager.

L. The Contractor shall verify that Subcontractors have visited the site and included all costs associated with the location of the project, and any restriction or limitations the location of the project may pose.

M. The Subcontractors shall at all times conduct their operations in a courteous, professional manner while on the project or in the vicinity of the project. Harassment, offensive language or behavior will not be permitted on the site.

N. The University of Massachusetts, Amherst can neither accept nor assume responsibility for the security of the Contractor's material or equipment which is lost, stolen or vandalized. The Contractor is advised to exert caution in placement and storage of their equipment and material.

O. Parking: Parking spaces on Campus are very limited and the University will not provide designated parking lot spaces near the construction site for the Contractor’s use. The Contractor shall contact Parking Services (413-545-0065) to determine the location of the nearest available parking spaces. The Contractor will be required to pay all fees for parking. The Contractor shall state his/her parking and staging area requirements during the Pre-construction Meeting. The area(s) for materials storage will then be agreed to between the Contractor and the UMA Project Manager. The limits of material storage will be delineated by the Contractor with construction fencing and enforced throughout the Contract.

P. Areas not to be used for storage include the areas under the “drip line” of trees, planting beds, and sidewalks. Install temporary fencing around the drip line of trees and protect vegetation from construction damage. Trailers or storage piles shall not be located over utility lines or their access points.
Q. Radios, tape players, “boom boxes”, or other audio entertainment equipment, including personal entertainment devices, shall not be allowed on the project site.

R. The University of Massachusetts prohibit tobacco use everywhere on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone on campus, inside buildings and throughout the grounds. This policy applies to everyone and anyone, including students, staff, faculty, contractors, and visitors. For the purpose of this policy, “tobacco” refers to any and all tobacco products, whether inhaled or ingested, as well as electronic cigarettes.

1. The use of tobacco is prohibited in all buildings and vehicles owned or leased by UMass Amherst, regardless of location.
2. The use of tobacco is also prohibited on all University grounds and in any outdoor area controlled by the University. This includes all University land, parking lots and parking ramps, athletic fields, tennis courts, and recreational areas.
3. The use of tobacco is prohibited inside any vehicle located on University grounds.
4. When any person enters the grounds of the University, any smoking material shall be extinguished and disposed of in an appropriate receptacle at the perimeter of the grounds of the University.

S. The Contractor shall not allow the use of intoxicating beverages or non-prescription controlled substance drugs upon or about the work site.

T. The Contractor shall provide and maintain in good serviceable condition at all times, warning signs and non-combustible barriers, forms and fire resistive tarps or plastic, each of which shall be approved by the University, shall be suitable for the purpose, and shall be installed adjacent to each work area, for complete enclosure and/or isolation of all excavations, wells, pits, manholes, shafts, overhead areas, etc., which are associated with the work under the contract. Barriers shall be a secure fence, guardrail, cover, or similar assembly designed and erected to provide protection for concrete, protection from the weather, and to prevent accidental access. Barrier tape and/or sawhorses shall not be used as a means of such access protection.

1.10 COORDINATION

A. The Contractor shall not subcontract any portion of the work under this document without prior approval in writing, from the UMA Project Manager.

B. The Contractor shall be responsible for the proper fitting of all the work and for the coordination of the operations of all Subcontractors or material and persons engaged upon the work. The Contractor shall do, or cause his agents to do, all cutting, fitting, adjusting, and repair necessary in order to make the several parts of the work come together properly.

C. Execute the work in an orderly and careful manner with due regard to the occupants of the facility, the public, the employees, and the normal function of the facility.

D. The work sequence shall follow planning and schedule established by the Contractor as approved by the UMA Project Manager. The work upon the site of the project shall commence promptly and be executed with full simultaneous progress. Work operations which require the interruption of utilities, service, and access shall be scheduled so as to involve minimum disruption and inconvenience, and to be expedited so as to insure minimum duration of any periods of disruption or inconvenience.
E. The Contractor shall coordinate the various Subcontractors and resolve any conflicts that may exist between Subcontractor tolerances without additional cost to UMA.

1.11 FIELD ENGINEERING – Not Applicable

1.12 REFERENCE STANDARDS – Not Applicable

1.13 PRE-CONSTRUCTION CONFERENCE – Not Applicable

1.14 PROJECT MEETINGS – Not Applicable

1.15 PERMITS, INSPECTION, AND TESTING REQUIRED BY GOVERNING AUTHORITIES

A. If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having any jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Designer, the UMA Project Manager or his/her designated representative, and such Authority timely notification of its readiness so the Designer may observe such inspecting, testing, or approval.

B. Unless otherwise specified under the Sections of the Specifications, the Contractor shall pay such proper and legal fees to public officers and others as may be necessary for the due and faithful performance of the work and which may arise incidental to the fulfilling of this Contract. As such, all fees, charges, and assessments in connection with the above shall be paid by the Contractor.

C. The Contractor shall maintain at the site, for the duration of construction operations, at least one (1) up-to-date copy of all relevant codes and standards listed in the Contract Documents or determined to be applicable to the work.

D. The Contractor shall furnish and install all information required by the building official and shall secure the general building permit for the work promptly on award of the Contract. The Contractor shall conform to all conditions and requirements of the permit and code enforcement authority. The Contractor shall provide names and license numbers of its responsible representatives to complete the application for permit, and shall receive the permit and promptly distribute copies to UMA.

E. Contractor and specialized Subcontractors as applicable shall identify all permits (other than general building permit) required from Authorities having jurisdiction over the Project for the construction and occupancy of the work. The Contractor shall prepare the necessary applications and submit required plans and documents to obtain such permits in a timely manner, and shall furnish the required information to the Building Official and obtain the required permits as early as practicable after award of the Contract.

1. The Contractor shall display all permit cards as required by the Authorities, and shall deliver legible photocopies of all permits to UMA’s Project Manager promptly upon their receipt.
2. The Contractor shall arrange for all inspections, testing and approvals required for all permits, at least three (3) business days in advance (longer if so required in the various Sections of the Specifications), so they may arrange to observe.

3. The Contractor shall comply with all conditions and provide all notices required by all permits.

4. The Contractor shall perform and/or arrange for and pay all testing and inspections required by the Governing Codes and Authorities, other than those provided by UMA of such inspections at least three (3) business days in advance of all such testing or inspection, so they may arrange to observe.

5. Where Inspecting Authorities require corrective work for conformance with applicable Codes and Authorities, the Contractor shall promptly comply with such requirements, except in cases where such requirements clearly exceed the requirements of the Contract Documents, in which case the Contractor shall proceed in accordance with the procedures for modifications or changes in the work established in the Contract Documents, as amended.

F. Prior to the start of construction, the Contractor shall complete applicable applications, permits, and notifications to the MADEP, such as the Demolition/Construction form BWP AQ-06, and pay the required fees. These forms must be submitted at least 10 working days in advance of any regulated activity on the site. Demolition permits must be submitted for any work involving demolition, new construction and renovation. The University EHS office must be provided copies of any and all notifications.

G. Metal dumpsters of 6 cubic yard aggregate capacity or more, and containing combustible materials, must have a Local Fire Department Permit issued for each location. If the containers are delivered and removed on the same day, no permit is required (527 CMR 34.03).

H. Storage of more than 2500 cubic feet gross volume of combustible or flammable materials in a building will require a permit from the Local Fire Department.

I. Use and storage of more than 10 gal or 42 lbs of Liquefied Propane Gas (LPG) containers on site must be approved by and a permit must be secured through the local Fire Department.

J. Any work involving existing fire protection systems or related equipment (fire alarm, sprinkler, fixed extinguishing system) will require the Contractor to obtain a permit from the local Fire Department. Any work that affects Fire Protection Systems shall require the Contractor to notify the U.M.A. Environmental Health and Safety Department. Any work which disables part or all of a fire protections system for more than 8 hours shall submit impairment plan to the UMA Project Manager, and EHS.

K. The Contractor is required to obtain trenching permits from UMA EHS for any excavations or trenches that are greater than 36 inches in depth three working days prior to start of work.

L. Any construction sites disturbing greater than one acre require a notice of intent to the EPA, and will require a written a storm water pollution prevention plan. A Notice of Termination must then be filed when sediment controls are no longer required.
1.16 CUTTING, CORING, AND PATCHING, UNLESS OTHERWISE INDICATED

A. The Contractor shall coordinate all cutting, coring, fitting and patching of the work that may be required to make its several parts come together properly and fit it to receive or be received by work of the Subcontractors shown on the Drawings and Specifications.

B. The Contractor/Subcontractor shall ensure that the work is not endangered by any cutting, coring, excavating, or otherwise altering of the work and shall not allow the cutting or altering the work except with prior approval from the Project Manager.

C. Submit a written request to Project Manager at least three (3) business days in advance of executing any cutting or alteration which affects:

1. Work of UMA or separate Contractor.
2. Structural value or integrity of any element of the Project.
3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
4. Efficiency, operational life, maintenance, or safety of operational elements.
5. Visual qualities of sight-exposed elements.
6. Request shall include:
   a. Identification of the Project.
   b. Description of affected work.
   c. The necessity for cutting, alteration, or excavation.
   d. Effect on work of UMA or any separate Contractor, or on structural or weatherproof integrity of Project.
   e. Description of proposed work:
   f. Alternatives to cutting and patching.
   g. Cost proposal, when applicable.
   h. Written permission of any separate Contractor whose work will be affected

7. Should conditions of Work or the schedule indicate a change of products from original installation, Contractor shall submit request for substitution.

D. Performance:

1. Execute cutting and patching by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
   a. In general, where mechanical cutting is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
   b. Prior to cutting and structural steel or concrete work, contact Designer and Project Structural Engineer in writing. Do not cut any structural steel and concrete work until approval has been granted by the Designer and the Project Structural Engineer.

2. Employ original installer or fabricator to perform cutting and patching for:
   a. Weather-exposed or moisture-resistant elements.
   b. Sight-exposed finished surfaces.

3. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.

4. Restore work which has been cut or removed; install new products matching existing to provide completed Work in accordance with requirements of Contract Documents.

5. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
6. Patch with seams which are durable and as invisible as possible. Flash and seal all penetration of exterior work. Comply with specified tolerances for the work.

7. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.
   a. Where patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch.

8. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
   a. For continuous surfaces, refinish to nearest intersection.
   b. For an assembly, refinish entire unit.

E. Existing Utilities Services:
1. Interruptions to critical existing utility services will not be allowed except as scheduled.
   a. Sanitary sewer, storm drainage, and water changeovers as affecting existing services shall be done with no disruptions of existing services and scheduling of such work will require approval in writing by the UMA.
   b. All relocation of existing electrical, telephone, and gas services that are utility company owned shall be performed by the respective utility company, and the cost of any charges for such work shall be paid by the Contractor. All utility installations and relocation shall be the responsibility of the Contractor. Coordination of all of the aforesaid work is the responsibility of the Contractor.

2. The Contractor shall locate and record on Drawings all existing utilities along the course of the work by such means as the Designer and the UMA Project Manager may approve, and shall preserve such marked locations until the work has progressed to the point where the encountered utility is fully exposed and protected as required. It shall be the Contractor’s responsibility to notify the proper authorities and/or utility company before interfering therewith.

3. Existing utilities that are indicated on the Drawings or whose locations are made known to the Contractor prior to excavations, though accuracy and information as to grades and elevations may be lacking, shall be protected from damage during the excavation and backfilling operations and, if damaged by the Contractor, it shall be repaired by the Contractor at his/her own expense.

4. All exposed conduits, wires, and/or cables shall be provided with sufficient protection and support to prevent failure, fraying, or damage due to backfilling or other construction operations.

5. The Contractor shall not obstruct access to existing active utility system manholes and catch basins which continue to serve facilities other than the project construction site. The Contractor shall exercise measures as necessary to prevent the placement of impediments that limit continuous access by authorized utility company or UMA maintenance personnel and shall be required to reimburse the utility company or UMA for any expense incurred as a result of need to remove any such impediments to access.

F. Dig-Safe:
1. If excavation, staking or any other scarifying existing grade to a depth greater than 6 inches is required, the Contractor shall follow the standard DIG-SAFE procedures as described in Massachusetts General Laws (CMMR 82:Section 40). Contractor shall review the following procedures with the UMA Project Manager prior to initiating DIG-SAFE procedures to insure that there have not been changes.

2. The Contractor shall pre-mark all areas to the full extent of proposed excavation(s) with white paint. Use florescent pink paint when snow cover is present. Maintain complete visibility of paint for entire DIG-SAFE period.
3. After marking the site, apply for a DIG-SAFE permit on-line through UMA Physical Plant, website: http://www.umass.edu/physicalplant/index.html.

4. After marking the site, and at least 7 days before an excavation, the Contractor shall notify DIG-SAFE by calling 811 or online at http://www.digsafe.com.

5. On the same day as the DIG-SAFE request is made, the Contractor shall deliver to the Physical Plant DIG-SAFE Coordinator (Tel. No. 413-545-4903) a site plan indicating the DIG-SAFE Quick-Ticket Number and displaying all relevant areas and pre-marked limits of the proposed excavation(s).

6. If the Contractor is informed of issues regarding the proposed excavation, the Contractor shall resolve those issues to the satisfaction of the UMA DIG-SAFE Coordinator. Issues that may require changes in the project design shall be brought to the attention of the Designer and UMA Project Manager immediately for resolution. If no issues are raised by the DIG-SAFE Coordinator that require the design of the project to change, the Contractor may proceed with the proposed excavation(s) commencing seven (7) working days after submission of the site plan and Quick-Ticket Number to the DIG-SAFE Coordinator.

7. Prior to the “Dig-Safe” notification, the Owner requires Contractors to provide their Superintendent with current “Dig-Safe” regulations, and a copy of Massachusetts General Laws, Chapter 82, Section 40.

1.17 DEBRIS REMOVAL

A. The Contractor shall coordinate the removal of all demolition and construction waste by the Subcontractor from the job site on a daily basis.

B. Waste shall be segregated for recycling. Debris shall be legally disposed of in a D.E.P. approved disposal site. The site to be used shall be submitted to and approved by the UMA Project Manager prior to the start of construction. All required dumping permits shall be obtained prior to start of construction. Contractor shall submit receipts from the disposal site(s) as evidence of legal disposal. The Contractor shall pay the cost of any charges for debris removal.

C. The Contractor shall bear responsibility for maintaining the building and site clean and free of debris, leaving all work in clean and proper condition satisfactory to UMA. The Contractor shall ensure that each of the Subcontractors clean up during and immediately upon completion of their work each day. Clean up includes the following tasks:

1. Remove all rubbish, waste, tools, equipment, appurtenances caused by and used in the execution of work.

D. Prevent the accumulation of debris at the construction site, storage areas, parking areas, and along access roads and haul routes.

E. Provide containers for deposit of debris and schedule periodic collection and disposal of debris.

F. Prohibit overloading of trucks to prevent spillage on access and haul routes.

G. The Contractor shall be responsible for proper disposal of all construction debris leaving the site.
1.18 FIELD MEASUREMENTS

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

1.19 EMERGENCY PROCEDURES

A. The Contractor shall thoroughly familiarize himself (review with U.M.A. Project Manager, E.H. & S., and Public Safety) with U.M.A. Emergency Procedures and inform all subcontractors of same. Note that on campus:

B. Dialing “911” may reach Amherst Police or UMass Police depending on the phone used. Therefore, always identify your location as being as UMass Amherst including the project/building address and/or names of adjacent roads and or buildings.

C. Dialing 5-2121 on a campus phone or 413-545-2121 on an outside phone reaches the UMass Police (General Business). UMass Police can facilitate obtaining necessary services for the emergency.

D. Emergencies: In the event of an emergency on-site, telephone for emergency services (ambulance, fire department or police assistance)

E. Call 911 or 545-2121 and inform them if confined space rescue equipment is required or if hazardous material is involved.

F. If live steam, electricity, or other utilities need to be shut off, call the U.M.A. Physical Plant switchboard (545-0600) and ask them to contact the appropriate shop.

G. If live steam, electricity, or other utilities need to be shut off, call the U.M.A. Physical Plant switchboard (545-0600) and ask them to contact the appropriate shop.

H. Make the scene safe.

I. Render First-Aid if possible.

J. Preserve evidence.

K. Call the UMA Project Manager.

L. Call the UMA Project Manager and UMA EHS (413-545-2682) for significant incidents/injuries beyond first aid, including situations that have the potential to cause significant personal injury or damage to UMass property. All spills of hazardous materials regardless of quantity shall be reported to EHS. The University EHS office is responsible for notifying MADEP if appropriate, and any necessary outside responders, unless the contractor has specified their own responder.

M. Contact the appropriate outside agencies as required by law, including OSHA for fatalities or injuries requiring hospitalization of three or more individuals (by Contractor). All regulatory notifications required for environmental events shall be made by UMA EHS. Contractors shall
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report any incident involving a radiographic source to UMA EHS, the Mass Dept of Public Health (DPH) and The US Nuclear Regulatory Commission (NRC). Ensure the UMA EHS office is contacted as well for any of these circumstances.

1.20 SAFETY REGULATIONS

A. This project is subject to compliance with Public Law 91 596 "Occupational Safety and Health Act" latest edition (OSHA 29 CFR 1926), with respect to all rules and regulations pertaining to construction, including Volume 36, numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.

B. Submit the name of the Contractor's safety officer to the UMA Project Manager. Submit copies of safety reports to the UMA Project Manager monthly.

C. Each Contractor/ subcontractor will be responsible to submit a written Safety Program, prior to starting construction, outlining measures they take to cover their operations and protect their employees. Construction Projects will also submit a Site Specific Safety Plan specific to their operations at the University and which address their plan of action for identified and potential environmental, health and safety issues that may arise prior to start of construction. Maintain a written hazard communication program in accordance with OSHA 29CFR 1910.1200. Keep MATERIAL SAFETY DATA SHEETS (MSDS) on site and upon request provide MSDS sheets for materials used in the construction.

D. All accident reports are to be transmitted to UMA within 24 hours of occurrence.

E. The Contractor shall immediately notify UMA EHS if an OSHA, DEP or EPA regulator visits the site.

F. UMA and EHS personnel shall have the authority to exercise on-site compliance audits on the construction site. Deficiencies discovered during site inspections and visits will be relayed to the contractor’s company safety representative and the UMA Project Manager. The contractor will communicate back to the UMA Project Manager and Environmental Health and Safety on the course of corrective action to be taken and the timeline for completion. If during such an audit, in his or her professional opinion, there exists an imminent danger or serious violation of established environment, health and safety standards that could lead to death or serious physical harm, damage to university property or the environment, the University representative has the right to request the immediate halt of such operations.

G. Hazardous Waste Generation: Any work generating Hazardous or so-called Universal Wastes will comply with all requirements of 310 CMR 30.000. The proper storage, use and disposal of any hazardous chemicals or substances brought on site by the Contractor are the responsibility of Contractor. The University will not be responsible for any hazardous materials left on site, the cost to remove these materials will be the Contractor’s responsibility. All hazardous wastes generated as a result of demolition and remodeling shall be contained, collected, segregated, labeled per all applicable federal EPA, Massachusetts DEP, and Federal DOT regulations or other applicable local, state or federal hazardous waste regulations, pending the appropriate disposition. Contractor shall provide for properly packaging hazardous waste, preparing the proper shipping papers, identifying a permitted disposal site, and contacting EHS at least 24
hours prior to shipment of the waste. EHS will review the hazardous waste shipment and sign the paperwork. EHS must keep the “Generator” copies of the manifest on file in the EHS office.

H. The contractor must inform EHS if they intend to store any type of oil in 55 gallons or larger quantities so that such storage can be included in the UMass SPCC plan, this includes oil for equipment, form oil, cutting oil, diesel, gasoline, etc. Spills of any oil outside to soil, water or ambient air shall be reported to EHS. Oil is also considered to be a hazardous waste in the state of MA when it is disposed. All waste oil must be managed in accordance with the hazardous waste section of this document.

I. Non Destructive Testing: The Contractor shall notify the U.M.A. Project Manager and the Environmental Health and Safety Department 3 days prior to the use of a radiography or x-ray equipment. The Contractor shall demonstrate safety procedures acceptable to the University and also provide sufficient personnel to maintain the safety zone perimeter as required by code. UMA EHS must be contacted to review all radiography to be performed on campus property before it takes place. In the event of a failed source, it is the contractor’s responsibility to recover a damaged radiography source, moisture density gauge or other radioactive source used in the construction industry and to decontaminate any soil, equipment or other university property contaminated by a failed source.

J. Any salamanders used must exhibit an approval tag from the Massachusetts State Fire Marshal and any Contractor intending to utilize a salamander shall meet the requirements of 527CMR 20 and obtain a permit from the local Fire Department.

K. All Hot Works, including cutting, welding, brazing, etc., requires a permit from the UMA Environmental Health and Safety Dept. (EHS), located at Draper Hall, (545 2682). A Hot Works permit is not required for work performed outside (unless it is in a temporary enclosure such as a tent). Contractor must provide a minimum of one operable fire extinguisher approved by a recognized testing laboratory and rated for the intended purpose near each Hot Work operation. At least one employee of the contractor shall remain on the site for one hour after the hot work has ceased to ensure against the outbreak of fire.

L. Use of Liquefied Propane Gas (LPG) and containers on site must be approved by and a permit must be secured through the local Fire Department.
   2. Contractor must provide a minimum of one operable 20 BC rated fire extinguisher approved by a recognized testing laboratory near each LPG operation.

M. Use of torches or other flame producing devices for the removal of paint from buildings, or the application or removal of roofing materials must conform with the State Fire Marshal's regulations (527 CMR 10.24).
   1. Permit must be secured through the local Fire Department and UMA EHS.
   2. An approved and operable fire extinguisher must be kept in the work area
   3. At least one (1) workman must remain at the work area for (1) hour after the use of the torch or flame producing device has ceased.

N. Contractors performing work in buildings that will cause smoke or dust particles to become airborne must first check for the existence and location of heat or smoke detectors and other types of fire protection system equipment which may be affected by the work. The contractor shall request isolation or deactivation of such equipment through the UMA Project Manager.
Such isolation, deactivation and notification shall occur prior to commencing work. Upon completion of the work, the contractor shall request reactivation of such equipment through the Project Manager. UMA EHS may require that smoke detectors be bagged on a daily basis if smoke or dust particles may affect them. In this event bags must be removed at the end of the day. Notify the U.M.A, Environmental Health and Safety Fire Prevention officer prior to isolation or deactivation of such equipment.

O. All construction will comply strictly with the Massachusetts State Building Code Article 30 (780 CMR 30): Required fencing, sidewalk sheds, storage of flammables, portable fire extinguishers, fire standpipe operation and rubbish removal will be enforced by EHS.

P. Confined Space Requirements:
   1. Permit Required Confined Spaces, (PRCS). If work under this Contract specifically or incidentally requires this Contractor or any of his Sub-Contractors to enter spaces that are meeting the definition provided in 1910.146 of a “Permit Required Confined Spaces”, it shall be the responsibility of the Contractor entering the space to have in place a Permit Required Confined Space Entry Program that meets OSHA 29CFR 1910.146 requirements. No entry shall be made without the permit. UMass requires that confined spaces encountered in construction projects be evaluated and entered in accordance with 1910.146
   2. It is also the responsibility that any work performed under this contract in PRCS’s be performed in strict compliance with the contractor’s own PRCS/OSHA Policy.
   3. At the conclusion of any work in a PRCS, the Contractor shall debrief the Project Manager and provide copies of the documentation required under the Contractor’s PRCS Policy.
   4. If University personnel must enter the PRCS, a separate UMass Permit will be issued.

Q. Contractors intending to use a device labeled as a CLASS 3 or 4 laser, in the services required under the contract, shall notify the University Representative at least two (2) working days prior to the intended date of use. Utilization of such a device shall meet the Commonwealth of Massachusetts Regulations, under 105 CMR 121.000, entitled RULES AND REGULATIONS RELATIVE TO THE USE OF LASER SYSTEMS, DEVICES OR EQUIPMENT TO CONTROL THE HAZARD OF LASER RAYS OR BEAMS.

R. Prior to entry for review or work, in any areas storing or using radioactive material, the Contractor shall submit a written request for clearance, to the University Of Massachusetts Division Of Environmental Health and Safety (EHS) and the University Representative. No work shall be performed in such areas until a “Radiation Area Job Permit” has been approved, signed, and issued to the Contractor, by an official of EHS. Such areas have the appropriate signs and labels posted at each entrance.

S. Prior to any entry in active laboratories, contractor employees that will be entering the space are required to receive laboratory safety training by UMA EHS. When working in active laboratories, contractor employees must adhere to the posted PPE on the Laboratory Door Cards. Decontamination, chemical, biological and/or radiological may need to take place. To determine the extent of what needs to be done, contact EHS Laboratory Safety. Work may not begin until EHS has given clearance.
1.21 OSHA SAFETY AND HEALTH COURSE DOCUMENTATION

A. OSHA Safety and Health Course Documentation Records: Chapter 306 of the Massachusetts Acts of 2004 requires that everyone employed at the jobsite must complete a minimum 10-hour long course in construction safety and health approved by the U.S. Occupational Safety and Health Administration (OSHA) prior to working at the jobsite. Compliance is required of General Contractors’ and Subcontractors’ on-site employees at all levels whether stationed in the trailer or working in the field. Unless the Massachusetts Attorney General’s office indicates otherwise, this requirement does not apply to home-office employees visiting the site or to suppliers’ employees who are making deliveries.

B. Documentation records shall be initially compiled by the Contractor and Subcontractors as part of their certified payrolls, and the Contractor shall create and maintain a copy of the documentation on site at all times. On-site documentation shall be filed in alphabetical order and immediately available to UMA’s Project Manager and OSHA inspectors. Fines imposed for non-compliance shall be promptly paid by the Contractor at no additional expense to UMA. Delays in the progress of the Work caused by such non-compliance will not be acceptable as the basis for an extension of contract time or change order request.

1.22 DAMAGE RESPONSIBILITY

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

1.23 OWNER FURNISHED PRODUCTS

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

1.24 UMA APPROVAL OF WORK

A. Upon completion of each project, the Contractor shall meet with University Project Manager to seek approval of the project, and shall make good any rejected work at the Contractor’s expense.

B. The Contractor shall assume the cost of and the entire responsibility for any change in the work, which may be occasioned by:
   1. Unsatisfactory workmanship, as determined by the University Project Manager.
   2. Work performed prior to being directed by the University Project Manager.
   3. Changes due to delays in submitting material samples that are required.

C. The approval of a project does not relieve the Contractor from the responsibility of shop drawing errors in details, sizes, quantities, or material or equipment arrangements and dimensions, which deviate from the contract documents and existing job conditions.
1.25 ASBESTOS AND HAZARDOUS MATERIALS DISCOVERY

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

B. The UMA Project Manager and UMA EHS will work with the Contractor to initiate removal or encapsulation of the asbestos. An extension of the completion date may be granted equal to the time lost. Proper notification must be made to the MADEP through the ANF-001 form, and the UMA EHS.

1.26 SPECIAL REQUIREMENTS – Not applicable

1.27 LIST OF DRAWINGS – Not applicable

PART 2 - PRODUCTS – Not applicable

PART 3 - EXECUTION – Not applicable

PART 4 - END OF SECTION
TECHNICAL SPECIFICATIONS
# DIVISION II TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

PART 1 GENERAL

1.01 RELATED DOCUMENTS
A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all sections within the TECHNICAL SPECIFICATIONS, which are hereby made a part of this Section.

1.02 SCOPE OF SERVICES
A. The Contractor shall provide all necessary elements including labor (Journeyman and Apprentice), equipment, tools, vehicles, and materials as required for plumbing services, on a PER CALL/AS NEEDED basis, in accordance with the standards specified herein, at facilities under the jurisdiction of the University of Massachusetts at Amherst.

B. The Contractor shall assume all costs and responsibilities for all labor, equipment, materials, tools, and vehicles required for the work under this document. The University will not provide any labor, equipment, materials, tools, or vehicles nor assist with nor accept responsibility for any of the work.

C. The work includes the installation of all Contractor supplied plumbing materials and all operations and adjustments required for the restoration of plumbing systems to complete operating status. Examples of the required work include:
   2. Installation and Repair of Plumbing Fixtures.
   3. Installation and Repair of Faucets and Valves.
   5. Drilling or Cutting Holes through Floors, Walls, and Ceilings.
   6. Any Other Work Commonly Performed by Plumbers.

D. The work will be primarily limited to the Amherst Campus, however, the University reserves the right to require such work at facilities in Belchertown, Hadley, and South Deerfield, which are under the jurisdiction of the University of Massachusetts at Amherst.

E. The University reserves the right to require the Contractor to perform all work required under this document at up to three (3) sites, simultaneously. Therefore, the Contractor shall have adequate personnel and equipment readily available.

F. All work shall be performed under the direction of the University Representative.

G. A University issued ROUTINE WORK TASK, as referenced in Section 5.01-1, and a DELIVERY / ORDER FORM, as referenced in Section 5.01-2, of this document, will be required for each project, under the direct supervision and approval of the University Representative.

H. All work shall be performed expeditiously and shall comply with the schedules and time frames stated in the ROUTINE WORK TASK and the DELIVERY / ORDER FORM and as directed by the University.

I. Prior to commencing each project, a DELIVERY / ORDER FORM shall be prepared and approved by both the University and the Contractor. Liquidated damages assessments, in accordance with Section 10, LIQUIDATED DAMAGES, of the SPECIAL REQUIREMENTS of this document, will be based upon the completion date established in said DELIVERY / ORDER FORM.
J. The Contractor shall notify the University Representative of any project related discrepancies found during performance of the work. Prior to commencing any work which incurs additional cost for a project, a separate \textbf{DELIVERY / ORDER FORM}, detailing the additional cost, shall be prepared and approved by both the University and the Contractor.

K. The Contractor's personnel shall meet with the University Representative at the beginning and end of each work shift, to discuss the employee's performance, and to verify and seek approval of the work performed.

L. Prior to commencing each project, a pre-construction meeting shall be held at the respective project site with the University Representative and the Contractor, to establish work limits, to detail the scope of work, to establish the actual quantities of materials to be removed, disposed of, and/or replaced, to establish a cost estimate, and to establish a work schedule. The pre-construction meeting shall also determine all equipment required to perform the work; the need, location, and coverage area of isolation barriers; any other issues or factors necessary to minimize interference with the University’s operation and the Contractor’s performance. All coordination efforts shall be performed without additional compensation.

M. The University reserves the right to designate a representative to monitor the Contractor’s work and who will only assist with the identification of the work area.

N. The Contractor shall be responsible for verifying exact locations, dimensions, grades, measurements, and other data, which may affect the work. The Contractor will not be entitled to extra compensation for additional work or expense arising from failure to comply with the intent of this paragraph.

O. The University will not consider any additional time required to secure products or to perform work as justification for an extension of the contract period.

P. All work shall be performed in accordance with the specifications of this document and as directed by the University.

Q. The Contractor shall deliver all required materials to the work site.

R. The Contractor shall protect all materials, to be installed, against damage and shall not install damaged materials.

S. Any materials broken or damaged during the performance of the work shall be promptly replaced by the Contractor, at no additional cost and to the University’s satisfaction.

T. Failure of the contractor to meet all requirements of this Section shall be cause for termination of the contract.

1.03 \textbf{CODES, PERMITS, AND ORDINANCES}

A. All work shall be performed in accordance with the latest edition of the Commonwealth of Massachusetts Plumbing Code and the product manufacturer’s specifications and shall comply with all other applicable Federal, State, or Local codes, rules, regulations, standards, ordinances, or laws.

B. The Contractor shall be responsible for securing all permits and scheduling all inspections and shall pay all associated fees, as required by Federal, State, or Local authorities, for the services under this document. All inspection schedules shall meet the approval of inspection authorities and the University.

C. Send copies of all permits to:
1.04 WORKING HOURS

A. The Contractor’s normal work shift hours shall be on a Monday through Friday basis, between the hours of 6:00 a.m. and 5:00 p.m.

B. The Contractor shall perform work during off-shift hours, Saturdays, Sundays, and Holidays, if required by the University. All work shall be scheduled and performed in such a manner so as not to interfere with the work of other contractors or University operations.

C. The Contractor will be required to sign in and out for every shift. Location of the sign in sheet will be designated by the University Representative.

D. Work requiring the presence of Physical Plant personnel during off-shift hours, Saturdays, Sundays, or Holidays will not be permitted without written approval from the Director of Physical Plant, or a designee thereof.

1.05 APPROVAL OF WORK

A. Upon completion of each project, the Contractor shall meet with the University Representative to seek approval of the project, and shall make good any rejected work at the Contractor’s expense.

B. The Contractor shall assume the cost of and the entire responsibility for any change in the work, which may be occasioned by:

   1. Unsatisfactory workmanship as determined by the University and other authorities having lawful jurisdiction.

   2. Work performed prior to being directed by the University Representative.

   3. Changes due to delays in submitting any required material samples and shop drawings.

C. The approval of a project does not relieve the Contractor from the responsibility of shop drawing errors in details, sizes, quantities, or material or equipment arrangements and dimensions, which deviate from the contract documents and existing job conditions.

1.06 CONTRACT PERIOD

A. The contract shall be for a period beginning on or about June 1, 2017 and continue through May 31, 2018, with the option to renew the contract for two additional one year periods as of June 1, 2018 through May 31, 2019, and June 1, 2019 through May 31, 2020. The contract shall not extend beyond midnight of May 31, 2020.

B. Either party may discontinue renewal of the contract by notifying the other party of their intentions, in writing, at least ninety (60) days prior to the renewal date.

1.07 DEFINITIONS

A. The following words and definitions shall apply to the contract:

   Words in the singular shall also mean and include the plural, and words in the plural shall mean the singular, wherever the context so indicates.
“ACCEPTABLE”, “SATISFACTORY”, and similar words -- Acceptable or satisfactory to the University representative.

“ADJUST”, “ADJUSTMENT”, “ADJUSTING”, and similar words -- Regulate, settle, bring to proper operational level.

“APPROVED”, or “APPROVAL” -- Written approval of the University Representative.

“CHECK”, “TEST”, and similar words -- Verify by trial.

“CONCEALED” -- Hidden from sight in chases, furred spaces, shafts, suspended ceilings, embedded in concrete, or in crawl spaces.

“CONTRACTOR” -- The party or parties or the legal representative of said party or parties contracted to perform the work covered by the contract.

“CORRECT”, “NECESSARY”, “PROPER”, “REASONABLE”, and similar words -- Correct, necessary, proper, or reasonable in the judgment of the University Representative.

“DEFECT”, “DEFECTIVE”, and similar words -- Broken, excessive wear, unusual deterioration or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, and similar unusual, unexpected, and unsatisfactory conditions.

“DESIGNATED”, “DIRECTED”, “ORDERED”, “PERMITTED”, “PRESCRIBED”, “REQUIRED”, and similar words -- The designation, direction, order, permission, prescription, or requirement of all Federal, State, and Local codes and the University.

“INSPECT”, “INSPECTION”, and similar words -- Close critical appraisal and submittal of a report of all conditions to the University’s Representative.

“INSTALL”, “INSTALLED”, and similar words -- Furnish, provide, supply, and connect so as to allow the system to be in proper operation upon completion of the work required under the contract.

“MATERIAL” -- Any product, equipment, device, assembly, or item required under the contract, as indicated by trade or brand name, manufacturer’s name, standard specifications reference, or to other description.

“PER CALL/AS NEEDED” -- Available to perform services whenever the University determines the need.

“PROJECT MANAGER” – The Awarding Authority’s representative assigned to the Project.

“PROVIDE”, “PROVIDING”, “REPLACE”, “REPLACING”, and similar words -- Furnish and install, connect, supply, erect, construct, or similar terms, unless otherwise indicated in the contract documents.

“SERVICE” -- The on-site performance by the Contractor, of service in accordance with all requirements specified in this document.

“SHOWN ON DRAWINGS” -- “Noted”, “indicated”, “detailed”, or other diagrammatic or written reference entered on project specific drawings.

“SPECIFICATIONS” -- All information contained in the bound or unbound volume, including all contract documents defined herein.

“UNIVERSITY” -- University of Massachusetts or any representative thereof, authorized to administer the work under the contract.
PART 2  PRODUCTS

2.01 MATERIALS, EQUIPMENT, TOOLS, AND VEHICLES

A. The Contractor shall provide materials, equipment, tools, and vehicles required for the completion of each project. The equipment shall include, but shall not be limited to, staging; temporary stairs; ladders; elevators; lifts; rigging, hoisting, and moving equipment; ramps; scaffolds; runways; chutes; heaters; safety barriers; drills; grinders; and confined space testing, monitoring, and ventilation equipment; and other similar equipment. Said equipment shall be of the type approved and designed for the purpose and shall be in satisfactory working condition.

B. The Contractor shall provide all temporary wiring, extension cords, sockets, lamps, motors and accessories required for the work.

C. Special power required for equipment, such as but not limited to elevators, lifts or other similar equipment, requiring high amperage, and/or special voltage service and/or other types of service not readily available at the worksite shall be supplied by Contractor provided power generating equipment.

D. Any temporary water lines and connections from the permanent water service line, either outside or inside the building, necessary for the work, shall be provided, protected and maintained by the Contractor.

E. All replacement materials shall be subject to the University’s approval and shall be compatible with existing materials to remain and shall conform to the latest edition of the Commonwealth of Massachusetts Plumbing Code.

F. Any materials and/or equipment removed from existing structures, except as specifically required or allowed by the University Representative, shall not be reused in the work under the contract.

G. Alterations to the location and placement of equipment or materials or changes in design will not be tolerated, unless approval of such is granted by the University prior to performing said alterations or changes.

H. All materials used in the work under this document shall be asbestos free.

I. Failure of the Contractor to meet all requirements of this Section shall be cause for termination of the contract.

PART 3  EXECUTION

3.01 GENERAL

A. The University reserves the right to award a contract to more than once bidder if deemed in the best interest of the University.

B. All work shall be performed by experienced and fully qualified personnel.

C. The Contractor shall provide all necessary elements and shall complete all work expeditiously, in a professional manner, with experienced and fully qualified personnel.

D. Prior to performing work on each project, a DELIVERY / ORDER FORM, as referenced in Section 5.01-2, of this TECHNICAL SPECIFICATIONS shall be prepared and approved, in writing, by both the University and the Contractor. Liquidated damage assessments will be based upon the completion date established in said DELIVERY / ORDER FORM.
E. The Contractor shall immediately notify the University Representative and request approval to eliminate any discrepancies which may adversely affect the execution of the work, which may include actual or potential damage, hazard, or impairment to the project. Any additional cost to the University will require a separate DELIVERY / ORDER FORM, prepared and approved by both the University and the Contractor, detailing the additional cost.

F. Prior to commencing each project, a pre-construction meeting shall be held at the respective project site with the University Representative and the Contractor, to establish work limits, to detail the scope of work, to establish the actual quantities of materials to be removed, disposed of, and/or replaced, to establish a cost estimate, and to establish commencement and completion dates. The pre-construction meeting shall also determine all equipment required to perform the work; the need, location, and coverage area of isolation barriers; any other issues or factors necessary to minimize interference with the University’s operation and the Contractor’s performance.

G. The Contractor's personnel shall confer with the University Representative at the beginning and at the end of each work shift, to discuss the work and the employee's performance, and to verify and seek approval of the services performed for each visit to the University.

H. A University issued ROUTINE WORK TASK, as referenced in Section 5.01-1, a DELIVERY / ORDER FORM, as referenced in Section 5.01-2, and a SUBMITTAL STATUS LOG FORM, as referenced in Section 5.01-3, of this document, each having received the acceptance signatures of the University Representative and the Contractor will be required for each project.

I. The University reserves the right to designate a representative to monitor the Contractor’s performance and to receive instructions from the Contractor in maintenance and repair of products installed under the contract. Such representative shall have authority to carry out recommendations received from the Contractor in accordance with the terms of the contract.

J. Immediately after unpacking, all packing materials, cases, lumber, wrapping, or other rubbish shall be placed in Contractor provided disposal containers.

K. At the end of each work shift and upon completion of each project, the work area and surrounding areas shall be cleaned by the Contractor. All related construction materials, debris, and rubbish shall be removed from the premises and disposed of, at an approved off-campus disposal site.

L. The Contractor shall be responsible for verifying exact locations, dimensions, grades, measurements, and other data, which may affect the work. The Contractor shall not be entitled to any extra compensation for additional work or expense arising from his failure to comply with the intent of this paragraph.

M. The Contractor shall be responsible for the correct installation of the work, in a manner satisfactory to the University.

N. The University will not consider any additional time required to secure materials or to perform work as justification for an extension of the contract period.

O. All work shall be performed in accordance with the specifications of this document and as directed by the University.

P. The Contractor shall allow the University to occupy the work areas included under the contract at all times during the contract period. The Contractor shall cooperate with the University to minimize conflict and to facilitate the University occupant’s operations.

Q. The Contractor shall not subcontract any portion of the work under the contract unless approved, in writing, by the Director of Physical Plant, or a designee thereof.

R. The Contractor shall protect all materials, to be installed, against damage and shall not install damaged materials.
S. The Contractor shall be responsible for all expenses, losses, and damages to University property, incurred as a consequence of any error, omission, or negligence by the Contractor or Subcontractor or any employees or agents thereof, during performance of any services under the contract.

T. Any damage occurring due to the services performed under the contract shall be repaired, to the University’s satisfaction, by the Contractor.

U. The Contractor shall obtain detailed information from the manufacturers of equipment and materials provided by the Contractor, as to the proper method of installing and connecting said equipment and materials.

V. The Contractor shall keep fully informed, as to the size, shape, and location of all openings required for the passage of equipment and materials required under the contract.

W. The Contractor shall confer with all other trades, relative to the location of all equipment and materials to be installed and shall select locations so as not to conflict with the work of other trades or contractors. Any conflict shall be immediately referred to the University Representative. All equipment and materials placed and all services performed in violation of this clause shall be readjusted to the University’s satisfaction, at the Contractor’s expense.

X. The Contractor shall refer to all drawings for a full comprehension of the extent and detail of the work to be performed. Said drawings are complimentary with the specification and any work indicated, mentioned, or required in either is considered as specified by both.

Y. Conflicts regarding materials to be installed and/or equipment to be used shall be adjusted to the University’s satisfaction, prior to proceeding with the work.

Z. All materials, which are broken or defective, shall be replaced at the Contractor’s expense.

AA. Failure of the Contractor to meet all requirements of this Section shall be cause for termination of the contract.

3.02 PERFORMANCE STANDARDS

A. All work shall be performed in accordance with the latest edition of the Commonwealth of Massachusetts Plumbing Code and the materials manufacturer’s specifications and shall comply with all other applicable Federal, State, or Local codes, rules, regulations, standards, ordinances, or laws.

B. The Contractor shall be aware that the premises of the University contain permit-required confined spaces in which work may be required and that permit-required confined space entry is allowable only through compliance with a program that conforms to OSHA’s standards for confined spaces, under 29CFR1910.146.

C. If any work fails to meet Code requirements and the University’s satisfaction, the Contractor shall correct the deficiencies and the University will withhold payment until acceptance of all portions of the respective project.

D. The Contractor shall use an adequate number of qualified personnel, for each project, who have been properly trained and who are experienced and completely familiar with the methods required for safe and proper execution of the work.

E. The Contractor shall assume the cost of and the entire responsibility for any change in the work required which may be occasioned by:

   1. Unsatisfactory workmanship as determined by the University and other authorities having lawful jurisdiction.
   2. Work performed prior to being directed by the University’s representative.
   3. Changes due to delays in submitting any required shop drawings.
F. The approval of any project does not relieve the Contractor from the responsibility of Shop Drawing errors in details, sizes, quantities, or equipment arrangements and dimensions which deviate from the Contract Documents and existing job conditions.

G. The Contractor shall obtain detailed information from the manufacturers of materials, which are to be furnished and/or installed, as to the proper method of installing same. The Contractor shall also obtain all information which may be necessary to facilitate the work and the completion of the entire project.

H. The Contractor shall keep fully informed, as to size, shape, and location of all openings required for the passage of any equipment and/or materials required for the work.

I. The Contractor shall confer with all other trades relative to location of all materials to be installed and all equipment to be used and shall select locations so as not to conflict with the work of other trades or contractors. Any conflict shall be referred immediately to the University Representative. All materials and equipment placed in violation of this clause shall be readjusted to the University’s satisfaction, at no expense to the University.

J. The Contractor shall refer to all drawings for a full comprehension of the extent and detail of the work to be performed. These drawings are complementary with the specification and any work indicated, mentioned, or required in either is considered as specified by both.

K. Conflicts regarding materials to be installed and/or equipment to be used by the Contractor, shall be adjusted to the University’s satisfaction, prior to proceeding with the work.

L. The Contractor shall notify the University Representative immediately of any roofing material defects and/or any discrepancies found during performance of the work. Any additional cost to the University shall be subject to the approval of the University Representative.

M. Any materials broken or damaged during performance of the work, shall be replaced by the Contractor, at no expense to the University.

N. Unsatisfactory, non-performance, unsafe acts, or the creation of any hazardous or unsafe conditions by the Contractor or any agent or employee thereof, as judged by the University, shall be cause for immediate termination of the contract by the University.

O. Failure of the Contractor to meet all requirements of this Section shall be cause for termination of the contract.

3.03 SERVICE REPORTS

A. Upon completion of each project, if requested by the Project Manager, the Contractor shall submit a University approved, written service report, detailing all services performed, listing any corrective action, with a transmittal letter, to:

    UNIVERSITY OF MASSACHUSETTS
    MECHANICAL ESTIMATOR/ROBERT HARTWRIGHT
    PHYSICAL PLANT BUILDING
    360 CAMPUS CENTER WAY
    AMHERST, MA 01103-9248

B. Each service report shall include all of the following information and/or documents:

    Contract Title.
    Contract Number.
    Building Name.
    University Assigned Work Order Number.
    Location.
    Description of the Work Performed.
3.04 RECORDS
A. The Contractor shall maintain a complete and updated file of all work performed on each project, for review at any time by the University.
B. Upon completion of each project, the Contractor shall submit, to the University Representative, the product manufacturer’s standard instruction manuals and schematic drawings, including all respective product manufacturer’s catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data, relating to the products installed.

3.05 CONFINED SPACE ENTRY PROGRAM
A. The Contractor shall be aware that the premises of the University contain permit-required confined spaces in which work may be required.
B. Permit-required confined space entry is allowable only through compliance with a program that conforms to OSHA’s standards for confined spaces, under 29CFR1910.146.
C. The Contractor shall provide all personnel, testing, monitoring, and ventilation equipment required for permit-required confined spaces.

3.06 CONTRACT MATERIALS
A. The Contractor will be required to provide materials for work and will be entitled to a percentage of markup above the wholesale cost for such items.
B. The University reserves the right to purchase materials or use in-stock material for the contractor to install.
C. Each Bidder shall enter a percentage of markup above the wholesale cost for materials, as defined in Paragraph A of this Section, in the appropriate space provided in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51-A, under PLUMBING TRADE SERVICES MATERIALS.
D. The Contractor shall submit documentation with each quote supporting the wholesale cost, for materials required under the terms of this Section.
E. All materials to be purchased under the terms of this Section will require prior verification and approval by the University Representative.
F. The Contractor shall carefully handle, and deliver all materials and equipment to the job site in suitable packs, on pallets or in heavy-gauge cartons, in order to prevent damage.
G. The Contractor shall protect all materials during storage and construction from physical damage, wetting by rain, snow, or ground water, and from staining or intermixture with earth or other types of materials.

3.07 DELIVERY, STORAGE, AND HANDLING
H. The Contractor shall carefully handle, and deliver all materials and equipment to the job site in suitable packs, on pallets or in heavy-gauge cartons, in order to prevent damage.
I. The Contractor shall protect all materials during storage and construction from physical damage, wetting by rain, snow, or ground water, and from staining or intermixture with earth or other types of materials.

J. The Contractor shall protect all materials from deterioration by moisture and temperature and shall store such in a dry location or in waterproof containers and shall keep the containers tightly closed and away from open flames and shall protect liquid components from freezing and shall comply with the manufacturer’s recommendations for minimum and maximum temperature requirements pertaining to storage and installation of all materials.

3.08 PLUMBING SUBCONTRACTORS
A. The Contractor may be required to provide subcontractors for work and will be entitled to a percentage of markup above the subcontractor’s estimated cost for such work.

B. The Contractor shall not subcontract any portion of the work under the contract unless approved, in writing, by the Director of Physical Plant, or a designee thereof.

C. Each Bidder shall enter a percentage of markup above the subcontractor’s written estimated cost for such work, as defined in Paragraph A of this Section, in the appropriate space provided in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51-B, under PLUMBING TRADE SERVICES MATERIALS.

D. The Contractor shall submit documentation with each quote supporting the subcontractor’s estimated cost for such work required under the terms of this Section.

3.09 QUALITY ASSURANCE
A. All materials furnished and installed by the Contractor shall, at least, equal the quality of the materials to be replaced and shall meet the University’s satisfaction.

B. The Contractor shall review shop drawings, product data, and samples to ensure equality and compatibility with the existing products being replaced, to the University’s satisfaction, prior to performing each project.

C. The Contractor shall verify all field measurements, field construction criteria, catalog numbers, and similar data, and shall conform to the manufacturer’s and the University’s specifications, prior to commencing each project.

3.10 PROTECTION
A. The Contractor shall provide and erect warning signs and barricades, as required under Section 15, SAFETY AND HEALTH REGULATIONS, under the TECHNICAL SPECIFICATIONS of this document, at each work area, prior to commencing the work and shall remove such upon completion of the work.

B. The Contractor shall provide temporary protection against damage to the building and its contents from inclement weather, such as wind, rain, snow, sleet, cold or heat, in order to maintain suitable working conditions within the building. Such protection shall be provided until completion of the respective project.

C. The Contractor shall protect sills, ledges, and projection from debris droppings.

D. The Contractor shall protect finished surfaces, including sills, jambs, and soffits of openings used as passageways through which equipment and materials are handled and shall protect all finished floors, treads, and platforms in traffic areas against mechanical damage, prior to allowing equipment or materials to be moved over such surfaces and provide adequate protection to roof surfaces where activity is necessary on finished roofing in the work under the Contract.
E. All temporary protection and coverings shall be removed by the Contractor upon completion of each project.

F. After completion of each project, the Contractor shall be responsible for the protection and maintenance of such work until the time of acceptance by the University.

G. The Contractor shall maintain finished surfaces clean, unmarred, and suitably protected until the time of acceptance by the University.

H. In event of damage, the Contractor shall promptly repair or replace damaged areas and/or materials, to the University’s satisfaction, at no additional cost. Additional time required to secure repairs or replacements to damaged areas will not be considered, by the University, to justify an extension of the contract period.

3.11 PUNCH LIST
A. Upon completion of each project, the Contractor shall inform the University Representative and shall request a final inspection of the project. Should the University deem the work unacceptable, the University Representative shall prepare a written “punch list” of items to be completed and/or corrected and shall present said list to the Contractor for immediate corrective action.

B. Upon written notification of completion of the “punch list” work, from the Contractor, the University Representative shall promptly perform a thorough inspection of such.

C. The Contractor shall correct all “punch list” items to the satisfaction of, and within a time frame acceptable to the University. The time frame for the completion of the “punch list” shall not exceed the expiration date of the contract. Should the “punch list” work not be completed within the specified time frame, the University will withhold payment for the respective project until the “punch list” work is completed and accepted by the University Representative.

3.12 FINAL INSPECTION
A. At least two (2) days or within as reasonable a time frame as practicable prior to the anticipated final inspection date, the Contractor shall request in writing a final inspection of the respective project by the University Representative.

PART 4 REIMBURSEMENT

4.01 BASIS OF PAYMENT
4.01-1 GENERAL
A. All costs for each project will be based upon Hourly Labor Rates and Quoted Cost of Materials with markup. If materials are provided to the Contractor by the University, project costs will be based on the Hourly Labor Rates. In the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51.

B. The cost for each project is based upon Hourly Labor Rates and Quoted Cost of Materials with Markup if provided by the contractor, shall be full compensation for the cost of labor at the prevailing wage rate, equipment, materials, fringe benefits, profit, overhead, bonds, insurance, travel expenses, tools, shipping, and vehicles, and must be an accurate representation of actual charges (the University is tax exempt).

C. The Contractor will be reimbursed for services on a PER CALL/AS NEEDED basis, as directed by the University, in accordance with the CONTRACT AND GENERAL CONDITIONS, Article VII, and Section 4.02, METHOD OF PAYMENT, of this TECHNICAL SPECIFICATIONS Section.

D. Prior to payment, the Contractor shall submit weekly payroll records, and invoices in
such detail as the University may reasonably require. Said records, reports, and invoices shall show, as a minimum, the contract number, the routine work order number, the name(s) and trade labor classification(s) of the individual(s) performing the services, the dates, hours, description, and location of the services performed, units of measurement, unit prices and the total cost for each project.

E. Prior to payment, but not more than thirty (30) calendar days after completion of a specific project, the Contractor shall submit project specific invoices in such detail as the University may reasonably require. In the event the Contractor will be unable to submit an invoice within said thirty (30) calendar day period, the Contractor shall submit written notification, stating the reason for such anticipated delay, to the University Representative within said thirty (30) calendar day period. The invoices shall be fully and legibly filled out.

F. Repeated invoice submittal delays or repeated requests for such delays will be unacceptable and will be cause for contract termination, by the University.

G. A copy of each ROUTINE WORK TASK, DELIVERY / ORDER FORM, each having received the approval of the University Representative, shall be submitted with each invoice for payment. (Refer to Section 5.01, PROJECT FORMS). Payment will not be made for any project that does not have the approval signature of the authorized University Representative on each project report and form.

H. The Contractor shall maintain records pertaining to the services provided, in accordance with University acceptable accounting principles. In the event the University should dispute an invoice, the Contractor’s records, pertaining to the disputed invoice, shall be made available to the University or its authorized representative, for review.

I. When the estimated cost of a project appears unreasonable, in view to prior cost experience and other prevailing estimates, the University reserves the right to perform or to obtain the services under separate contract.

J. The contract will be awarded based on the lowest Total Contract Price offered by a responsible and qualified bidder.

K. Each Bidder shall enter hourly labor rates, in the appropriate spaces provided, under ADDITIONAL PLUMBING TRADE SERVICES HOURLY LABOR RATES in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51B for the services defined in paragraph A of this Section.

L. The Contractor will be reimbursed for HVAC trade services performed on a PER CALL/AS NEEDED ‘time and materials’ basis, as directed by the University, in accordance with the respective hourly labor rates entered in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, under ADDITIONAL PLUMBING TRADE SERVICES HOURLY LABOR RATES, on page 51B.

M. Each ADDITIONAL PLUMBING TRADE SERVICES HOURLY LABOR RATE, as entered by the Bidder in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51B, shall reflect full compensation for the cost of labor at the prevailing wage rate, fringe benefits, profit, overhead, bonds, insurance, travel expenses, tools, and vehicles, and must be an accurate representation of actual charges (the University is tax exempt).

N. The University guarantees a minimum compensation of four (4) hours, at the appropriate hourly labor rate, for each additional HVAC/Mechanical trade services PER CALL/AS NEEDED ‘time and materials’ basis, service call.

The University shall not pay for anytime attributable to estimating a job. The University shall only pay for jobs approved and performed to the satisfaction of the University under the provisions of this contract.
4.01-2 CONTRACT RENEWAL PERCENTAGE RATE OF INCREASE

A. The contract is subject to a price increase on the renewal dates, as referenced in Section 1.06 of this TECHNICAL SPECIFICATION, by a percentage figure not to exceed the lower of the percentage rate of increase in the National Consumer Price Index for Urban Consumers (CPI-U), under the expenditure category for all items, over the previous twelve month period or the “not to exceed” percentage figure, entered by the Bidder, in the CONTRACT AND GENERAL CONDITIONS, BID FORM, under RENEWAL OPTION, on page 51B.

B. The percentage rate of increase figure shall be entered, by the Bidder, in the appropriate space provided under RENEWAL OPTION, in the CONTRACT AND GENERAL CONDITIONS, BID FORM, on page 51B and shall be applied to the Contract Multiplier Rate, entered in paragraph C, of the CONTRACT AND GENERAL CONDITIONS, BID FORM, on page 51.

C. Failure to enter a percentage figure under RENEWAL OPTION, in the CONTRACT AND GENERAL CONDITIONS, BID FORM, on page 51B, for an increase in the Contract Multiplier Rate for the renewal year, will be interpreted as a zero percent (0%) figure and the Successful Bidder will be held to the Contract Multiplier Rate entered for the initial contract period, with no price increase, for the renewal period.

4.02 METHOD OF PAYMENT

A. Payment for each project will be based upon Hourly Labor Rates and Quoted Cost of Material with Markup if provided by the contractor in the CONTRACT AND GENERAL CONDITIONS, BID FORM, SUPPLEMENT TO PAGE 51, on page 51B.

B. A copy of each project specific ROUTINE WORK TASK, DELIVERY / ORDER FORM, and SUBMITTAL STATUS LOG FORM, having received the approval of the Project Manager, shall be submitted with each invoice for payment. (Refer to Section 5.01, PROJECT FORMS, in this TECHNICAL SPECIFICATION.)

C. The University will withhold payment until completion of each project, receipt of all required submittals, and approval of such is granted by the Project Manager.

PART 5 ATTACHMENTS

5.01 PROJECT FORMS

GENERAL

A. A ROUTINE WORK TASK, a DELIVERY / ORDER FORM, and a SUBMITTAL STATUS LOG FORM will be required for each project.

5.01-1 WORK ORDER TASK

A. The University will issue a ROUTINE WORK TASK for each project.

B. The name(s) of the Contractor's project supervisor(s) shall be entered, in a legible manner, in the appropriate space provided on each ROUTINE WORK TASK upon completion of each project. The signature of said supervisor(s) shall also be entered thereon.

5.01-2 DELIVERY / ORDER FORM

A. The DELIVERY / ORDER FORM provided on page TS-16 of this document shall be used for each project.

B. Prior to commencing each project, all applicable information shall be entered, in the appropriate spaces, on the DELIVERY / ORDER FORM and shall be agreed upon by both the Contractor and the University Representative.
C. Prior to commencing each project, the acceptance signatures of both the Contractor and the University and the dates of acceptance shall be entered on the DELIVERY / ORDER FORM.

D. The person signing the DELIVERY / ORDER FORM shall be one designated by the Contractor, in writing, as having that authority. The signature shall be in original ink. Stamped signatures are not acceptable.

E. NOTE: Any revisions to the current DELIVERY / ORDER FORM will be distributed accordingly and will then be utilized by the awarded vendor (s).
**DELIVERY ORDER FORM (DOF)**

**Vendor:**

**Speedtype:**

**Contract #:**

**Work Task #:**

**Project Name:**

**Description of Work:**

---

<table>
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<th>QTY</th>
<th>Description</th>
<th>Unit Price</th>
<th>Bare Materials</th>
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**Subtotal Cost:** $ 

**Contract Multiplier Rate:** $ 

**Total Cost:** $ 

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**Contract Administrator’s Signature and Printed Name:**

**Manager’s Authorization Signature and Printed Name:**

**Assistant Director’s Authorization Signature and Printed Name:**

**Director’s Authorization Signature and Printed Name:**

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**Building Permit / Drawings Required?**

Yes: [ ]  No: [ ]

**Hazard Review Required?**

Yes: [ ]  No: [ ]

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**Director Comments:**

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**UMass Project Manager’s Signature and Printed Name:**

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**Note:** Contractor **MUST** have a Purchase Order before work can proceed.