TOWN OF PLYMOUTH
PROCUREMENT DIVISION
11 LINCOLN STREET
PLYMOUTH, MASSACHUSETTS 02360

BID 21705, CRUSHING OPERATION

Issued:	January 23, 2017
Due:	February 6, 2017, at 11:00 a.m.

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BID FORMS

TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

January 23, 2017

INVITATION FOR BID 21705

A. INVITATION

Sealed bids are requested by the Town of Plymouth to crush and stockpile recycled asphalt, sand, gravel, concrete debris, and miscellaneous construction debris for reuse.

Specifications and bid forms are available electronically online at http://www.plymouth-ma.gov/current-bids/.

Bids are to be submitted by 11:00 a.m., Monday, February 6, 2017, at which time they will be publicly opened and read. Postmarks will not be considered. All bids must be sealed and made upon forms furnished by the Procurement Division. Bids submitted on any other form will not be accepted as valid bids. Envelopes should be clearly marked "Bid 21705, Crushing Operation."

All bids are subject to the provisions of M.G.L. Chapter 30, §39M.

Contract Period:
The agreement shall be for the period of contract execution until May 1, 2017.

Rule for Award:
The contract will be awarded to the responsive and responsible bidder offering the lowest aggregate price.

Bid Surety:
Bid deposit is required in the amount of five percent (5%) of the approximate total value of the bid based upon the bid price and, if applicable, the estimated quantities as shown on the bid form price schedule. Such bid deposit shall be in the form of a Cashier's, Certified, or Bank Treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company doing business in the Commonwealth of Massachusetts. Bid deposit of successful bidder will be returned upon delivery and acceptance of the product. All others will be returned upon contract award.

Pre-Bid Conference: N/A

MA Highway: N/A

DCAMM Certification: **N/A**

Prevailing Wage Rates:
Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, as amended, apply to this project. It is the responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project. State and Federal Minimum Wage Rates are contained in Appendices A and C of the Contract Documents.

A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from the date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Procurement Division on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

Prevailing wage rate sheets shall be updated annually. The contractor shall not be eligible for an adjustment to the contract price on account of any changes in the prevailing wage rates applicable to the project.

Labor and Materials Bond:
This bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including the requirement for a payment bond. The successful bidder must furnish a bond in an amount of 50 percent of the total contract price for payment by the Contractor and/or SubContractors for labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company doing business in the Commonwealth of Massachusetts, the premiums of which are to be paid by the Contractor and included in the bid price.

Performance Bond: **N/A**

Specifications:

This scope describes the tasks necessary to complete the handling, crushing, and stockpiling of recycled asphalt, sand, gravel, concrete debris, and miscellaneous construction debris. The purpose of the crushing operation is to produce a useable product for use as road base, gravel roads grading material and general backfill. The desired product will be crushed to a maximum size of 1-inch, similar to material currently marketed as recycled asphalt by locally available gravel product vendors.

A. Stockpile Location and Details

1. The existing mixed stockpile is located to the rear of the Town of Plymouth Wastewater Treatment Plant located at 131 Camelot Drive, Plymouth Massachusetts. The stockpile was surveyed by the Town of Plymouth Engineering Division on January 6, 2017. The quantity of material on that date was approximately 13, 500 cubic yards. The Contractor is responsible for verifying quantities and crushing the entire stockpile as it exists at the start of work. It is agreed that no additional material will be added to the stockpile once all the bids have been received.

2. The Contractor who is awarded the project will be required to stockpile all crushed material on-site in the vicinity of the existing stockpile at a location determined by the Town of Plymouth Highway Manager.

3. All parties bidding on this project are required to visit the site and observe the stockpile and site conditions with DPW staff prior to bidding. Site visits will be coordinated and approved by the Highway Manager.

4. The successful bidder should be prepared to complete said services prior to May 1, 2017.

B. Services Required

1. Furnish all labor, equipment, materials, and supervision required to crush the existing stockpile as described above to a well graded product with a maximum particle size of 1- inch. The crusher will be equipped with a magnet or other device to remove any metal from the product. It may be necessary to mechanically break some larger debris such as pieces of concrete or small boulders prior to crushing. The product will be processed until the desired maximum particle size is achieved. Gradation requirements are

100 percent shall be passing the one-inch sieve and may be subject to verification of conformance by sieve analysis at the discretion of the Town of Plymouth.

2. A list of all equipment (crusher-model, loader, excavator, etc.) and personnel (crew) will be provided with the bidding information. Daily Supervision of the operation by the Contractor is required.

3. The site will be left neat and orderly at the end of each work day. All equipment will be parked so as not to interfere with daily DPW operations.

4. Additional pricing information will be provided for an option to add separately stockpiled material for crushing. This will be based on agreed field measured quantities to be billed at a per cubic yard price.

C. Work Hours

1. Work hours are restricted to Monday through Friday, 7:00 am to 3:30 pm. Saturday work or extended hours will require prior daily authorization.

D. Mobilization and Demobilization

1. The Contractor will be responsible for mobilization and demobilization of all equipment required for the project. Mobilization and the start of work are required to begin within 21 days of the contract award date. Work will be performed on a continuous basis and completed within 30 days. The site will be left neat and orderly and equipment will be removed upon completion of the work.

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bids. The quantities are based on estimates of the work to be performed during the term of this Contract; however, the Town does not expressly or by implication agree or warrant that the actual amount of work will correspond with such estimates and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit, which unit prices shall be used for increases and decreases (credits) for adjustments in the quantity of work required.

2. The Town of Plymouth reserves the right to reject all bids, to waive informalities, to advertise for new bids and, if the Invitation for Bids states that more than one contract may be awarded, to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.

3. All words, signatures and figures submitted on the bid shall be in ink. Bids which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or anyprices which contain abnormally high or low prices for any item, may be rejected. More than one bid from the same bidder will not be considered.

4. Applicable provisions of Massachusetts General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

5. If the Invitation for Bid requires the following, then each bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including but not limited to the following:

   a. Prevailing Wage Rates
      Minimum Wage Rates as determined by the Commissioner of Department of Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27D, as amended, apply to this project. It is the

responsibility of the contractor, before bid opening, to request if necessary, any additional information on Minimum Wage Rates for those trades people who may be employed for the proposed work under this contract. Federal Minimum Wage Rates as determined by the United States Department of Labor under the Davis-Bacon Act also apply to this project.

A copy of said rates is contained herein. Each Contractor and subcontractor shall preserve its payroll records for a period of three (3) years from this date of completion of the contract, and shall furnish to the Owner within fifteen (15) days of completion of its portion of the work a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Town Manager's Office on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

Prevailing wage rates will be updated annually; however, the contractor shall not be entitled to any additional compensation on account of any adjustments in such rates.

b. Performance Bond
The successful bidder must furnish a Construction Performance Bond, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

c. Payment Bond
The successful bidder must furnish a bond for payment of labor performed or furnished and material used or employed therein, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

6. If the Invitation for Bid requires a Bid Deposit, then each bid shall be accompanied by a bid deposit in the amount of 5 percent of the total bid price, including any alternates. Such bid deposit shall be in the form of a cashier's check, certified check, or bank treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company qualified to do business in Massachusetts and satisfactory to the Town. Failure to include this bid deposit will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and eligible bidders within seven (7) days of contract award. The remaining bid deposits will be returned after the Town and the successful bidder have executed the

Contract, and such bidder has furnished all required bonds. In case of default, the bid deposit shall be forfeited to the Town.

7. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.

8. The Town's policy on awarding bids to bidders with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:

   1. Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
   2. A bidder based in Plymouth
   3. Random selection - flip of a coin or drawing of more than two are tied."

   Each bidder, by submitting a bid, agrees to the above policy and its use in the event of a tie.

9. Purchases made by the Town are exempt from sales taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

10. Oral orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.

11. "Equal" - An item "equal" to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final.

The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown or as necessary. If no manufacturer is named, the Contractor shall submit the product for intended use for approval of the Town.

Except as otherwise provided for by the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, the Contractor shall not have any right of appeal from the decision of the Town condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs.

12. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.

13. In addition to any other rights, remedies, and warranties available to the Town: The Contractor warrants that its work shall be free of defects in materials and workmanship for a period of one year from the date of final completion/acceptance, and shall replace, repair or make good, without costs to the Town, defects or faults arising within such one (1) year period.

14. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.

B. CONTRACT AWARD

Award of this bid will be made to the bidder who offers the best price(s) and who is deemed to be both responsive and responsible. Determination of responsiveness and responsibility shall be based solely on the following criteria:

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town and include all submittals requested in the bid documents.

2. Bidders will be deemed responsible if they can provide evidence of

the firm's experience by providing a list of similar work with municipalities in the Commonwealth of Massachusetts within the past five (5) years. Evidence shall include: (a) Owner's name; (b) Owner's contact information (name, position, address, telephone number and e-mail); and (c) year work completed.

C. INSURANCE REQUIRMENTS

1. The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified below and in such form as shall protect him performing work covered by this Contract, or the Town of Plymouth and its employees, agents and officials, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

2. Except as otherwise stated, the amounts of such insurance shall be for each policy, not less than:

1) **General Liability** of at least $1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a $3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".**

2) **Automobile Liability** of at least $1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**

3) **Workers' Compensation Insurance** as required by law.

4) **Umbrella Liability** of at least $2,000,000/ occurrence, $2,000,000/aggregate. **The Town shall be named as an Additional Insured.**

3. All policies shall be so written that the Owner will be notified of cancellation or restrictive amendment at least fifteen (15) days prior to the effective date of such cancellation or amendment. A certificate from the Contractor's Insurance Carrier showing at least the coverage and limits of liability specified above and expiration date shall be filed with the Owner before operations are begun.

4. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is required by this Contract. The Contractor shall make no claims against the Town of Plymouth or its officers for any injury to any of his officers or employees or for damage to its trucks or equipment arising out of work contemplated by this Contract.

5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a proposal is submitted and received by the town, the proposer agrees that he may not and will not withdraw it within thirty (30) calendar days after the actual date of the opening of proposals.

Upon proper written request and identification, proposals may be withdrawn only as follows:

a. at any time prior to the designated time for the opening of proposals;

b. provided the proposal has not been accepted by the town, at any time subsequent to thirty days following the actual date of proposal opening.

Unless a proposal is withdrawn as provided above, the proposer agrees that it shall be deemed open for acceptance until a contract has been executed by both sides or until the town notifies the proposer in writing that his proposal is rejected or that the town does not intend to accept it, or returns his bid surety. Notice of acceptance of a proposal shall not constitute rejection of any other proposal.

E. BID STATUS INFORMATION

Addenda: If you received bid documents directly from the Town, and provided the Town with an address for delivery of addenda, the Town intends to deliver a copy of each addendum to you at such address, but the Town shall not be responsible for any failure of a bidder to receive any addenda. Notwithstanding the foregoing, bidders are solely responsible to check for and confirm their receipt of any addenda in advance of the bid deadline.

Bid results will be made available over the Internet at http://www.plymouth-ma.gov/bid-results. Bid results will not be provided over the phone.

Notification of award of contract will be mailed to all bidders.

F. BID QUESTIONS

Please contact Ashley Leaman, Procurement Assistant, at 508-747-1620 ext. 108, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to aleaman@townhall.plymouth.ma.us no later than **4:00 p.m., January 30, 2017**.

At the discretion of the Town, questions will be answered by written addenda. Bidders may not rely upon oral responses to questions, and may rely solely upon written addenda, if any.

SPECIAL CONDITIONS

EQUIPMENT:

THE CONTRACTOR SHALL FURNISH EQUIPMENT WHICH WILL BE EFFECTIVE, APPROPRIATE AND LARGE ENOUGH TO SECURE A SATISFACTORY QUALITY OF WORK AND A RATE OF PROGRESS WHICH WILL ENSURE THE COMPLETION OF THE WORK WITHIN THE TIME STIPULATED IN THE BID FORM. IF AT ANY TIME SUCH EQUIPMENT APPEARS TO THE TOWN TO BE INEFFICIENT, INAPPROPRIATE OR INSUFFICIENT FOR SECURING THE QUALITY OF WORK REQUIRED OR FOR PRODUCING THE RATE OF PROGRESS AFORESAID, HE/SHE MAY ORDER THE CONTRACTOR TO INCREASE THE EFFICIENCY, CHANGE THE CHARACTER OR INCREASE THE EQUIPMENT, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDER. THE GIVING OR FAILURE TO GIVE SUCH ORDER BY THE TOWN SHALL IN NO WAY RELIEVE THE CONTRACTOR OF HIS/HER OBLIGATIONS TO SECURE THE QUALITY OF THE WORK AND RATE OF PROGRESS REQUIRED.

WORK HOURS:

NORMAL WORK HOURS WILL MEAN 7:00 A.M. TO 3:30 P.M. MONDAY THROUGH FRIDAY. IN ORDER TO WORK HOURS NOT WITHIN THIS SPAN FOR THE CONTRACTOR'S BENEFIT, HE/SHE SHALL REQUEST A WRITTEN AUTHORIZATION TO BE APPROVED BY THE TOWN. FOR WORK OUTSIDE THE NORMAL DAY, WORK ON SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS, IF ANY BE PERFORMED, THE CONTRACTOR WILL RECEIVE NO EXTRA PAYMENT, BUT COMPENSATION SHALL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE PRICES AS STIPULATED FOR THE APPROPRIATE ITEMS OF WORK AS LISTED IN THE BID.

APPROVAL OF MATERIALS:

ONLY NEW MATERIALS AND EQUIPMENT SHALL BE INCORPORATED IN THE WORK. ALL MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE TOWN. NO MATERIALS SHALL BE DELIVERED TO THE WORK SITE WITHOUT PRIOR APPROVAL OF THE TOWN.

THE CONTRACTOR SHALL SUBMIT DATA AND SAMPLES SUFFICIENTLY EARLY TO PERMIT CONSIDERATION AND APPROVAL BEFORE MATERIALS ARE NECESSARY FOR INCORPORATION IN THE WORK. ANY DELAY OF APPROVAL RESULTING FROM THE CONTRACTOR'S FAILURE TO SUBMIT SAMPLES OR DATA PROMPTLY SHALL NOT BE USED AS A BASIS OF A CLAIM AGAINST THE TOWN.

SUBSTITUTES OF APPROVED "OR-EQUAL" ITEMS:

WHENEVER MATERIALS OR EQUIPMENT ARE SPECIFIED OR DESCRIBED IN THE CONTRACT DOCUMENTS BY USING THE NAME OF A PROPRIETARY ITEM OR THE NAME OF A PARTICULAR SUPPLIER THE NAMING OF THE ITEM IS INTENDED TO ESTABLISH THE TYPE, FUNCTION AND QUALITY REQUIRED. UNLESS THE NAME IS FOLLOWED BY WORDS INDICATING THAT NO SUBSTITUTION IS PERMITTED, MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN

IF SUFFICIENT INFORMATION IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS EQUIVALENT OR EQUAL TO THAT NAMED. THE PROCEDURE FOR REVIEW BY TOWN WILL INCLUDE THE FOLLOWING: REQUESTS FOR REVIEW OF SUBSTITUTE ITEMS OF MATERIAL AND EQUIPMENT WILL NOT BE ACCEPTED BY TOWN FROM ANYONE OTHER THAN CONTRACTOR. IF CONTRACTOR WISHES TO FURNISH OR USE A SUBSTITUTE ITEM OF MATERIAL OR REQUIREMENT, CONTRACTOR SHALL MAKE WRITTEN APPLICATION TO TOWN FOR ACCEPTANCE THEREOF CERTIFYING THAT THE PROPOSED SUBSTITUTE WILL PERFORM ADEQUATELY THE FUNCTIONS AND ACHIEVE THE RESULTS CALLED FOR BY THE GENERAL DESIGN, BE SIMILAR AND OF EQUAL SUBSTANCE TO THAT SPECIFIED AND BE SUITED TO THE SAME USE AS THAT SPECIFIED. THE APPLICATION WILL STATE THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT PREJUDICE CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION ON TIME, WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS (OR IN THE PROVISIONS OF ANY OTHER DIRECT CONTRACT WITH TOWN FOR WORK ON THE PROJECT) TO ADAPT THE DESIGN TO THE PROPOSED SUBSTITUTE AND WHETHER OR NOT INCORPORATION OF USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED WILL BE IDENTIFIED IN THE APPLICATION AND AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE, WILL BE INDICATED. THE APPLICATION WILL ALSO RESULT DIRECTLY OR INDIRECTLY FROM ACCEPTANCE OF SUCH SUBSTITUTE, INCLUDING COSTS OF REDESIGN AND CLAIMS OF OTHER CONTRACTORS AFFECTED BY THE RESULTING CHANCE, ALL OF WHICH SHALL BE CONSIDERED BY TOWN IN EVALUATING THE PROPOSED SUBSTITUTE. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE ADDITIONAL DATA ABOUT THE PROPOSED SUBSTITUTE.

IF A SPECIFIC MEANS, METHOD, TECHNIQUE, SEQUENCE OR PROCEDURE OF CONSTRUCTION IS INDICATED IN OR REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR MAY FURNISH OR UTILIZE A SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE OF CONSTRUCTION ACCEPTABLE TO TOWN, IF CONTRACTOR SUBMITS SUFFICIENT INFORMATION TO ALLOW TOWN TO DETERMINE THAT THE SUBSTITUTE PROPOSED IS EQUIVALENT TO THAT INDICATED OR REQUIRED BY THE CONTRACT DOCUMENTS. THE PROCEDURE FOR REVIEW BY TOWN WILL BE SIMILAR TO THAT STATED PREVIOUSLY.

TOWN WILL BE ALLOWED A REASONABLE TIME WITHIN WHICH TO EVALUATE EACH PROPOSED SUBSTITUTE. TOWN WILL BE THE SOLE JUDGE OF ACCEPTABILITY, AND NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT TOWN'S PRIOR WRITTEN ACCEPTANCE WHICH WILL BE EVIDENCED BY EITHER A CHANGE ORDER OR AN APPROVED SHOP DRAWING. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE A SPECIAL PERFORMANCE GUARANTEE OR OTHER SURETY WITH RESPECT TO ANY SUBSTITUTE. TOWN WILL RECORD TIME REQUIRED BY TOWN AND TOWN'S CONSULTANTS IN EVALUATING SUBSTITUTIONS PROPOSED BY CONTRACTOR AND IN MAKING CHANGES IN THE CONTRACT DOCUMENTS OCCASIONED THEREBY. WHETHER OR NOT TOWN ACCEPTS A PROPOSED SUBSTITUTE, THE CONTRACTOR SHALL REIMBURSE TOWN FOR THE CHARGES OF

TOWN'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE.

TEMPORARY UTILITIES:

THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS FOR AND FURNISH AT HIS/HER EXPENSE ALL WATER, ELECTRIC, TELEPHONE OR OTHER UTILITY REQUIRED BY HIM/HER FOR CONSTRUCTION PURPOSES.

LOCATION OF ALL UTILITIES:

THE LOCATION OF THE EXISTING UTILITIES MUST BE ESTABLISHED AND VERIFIED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE ARRANGEMENT WITH THE APPROPRIATE UTILITY COMPANIES TO HAVE ALL EXISTING UTILITIES MARKED ALONG THE COURSE OF THIS WORK BY SUCH MEANS AS NECESSARY. THE CONTRACTOR SHALL PRESERVE SUCH MARKED LOCATIONS UNTIL THE WORK HAS PROGRESSED TO THE POINT WHERE THE ENCOUNTERED UTILITY IS FULLY EXPOSED OR PROTECTED AS REQUIRED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROPER AUTHORITIES OR UTILITY BEFORE INTERFERING THEREWITH.

SAFETY CONTROL:

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED SAFETY EQUIPMENT SUCH AS BARRICADES, DETOUR BARRIERS AND SIGNS, LIGHTS, WALKWAYS, FENCES, FIRE PREVENTION EQUIPMENT. IF AT ANY TIME BEFORE THE COMMENCEMENT OR DURING THE PROGRESS OF THE WORK, OR ANY PART OF IT, SUCH METHODS AND PROCEDURES AS USED APPEAR TO THE TOWN AS UNSAFE, INSUFFICIENT OR IMPROPER, THE TOWN MAY ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OF EFFICIENCY OR TO IMPROVE THEIR CHARACTER, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDERS. FAILURE OF THE TOWN TO GIVE SUCH ORDER TO INCREASE OF SUCH SAFETY, EFFICIENCY, ADEQUACY OR ANY IMPROVEMENTS SHALL NOT RELEASE THE CONTRACTOR FROM HIS/HER OBLIGATION TO SECURE THE SAFE CONDUCT AND QUALITY OF WORK SPECIFIED.

OCCUPATIONAL SAFETY AND HEALTH ACT:

THE CONTRACTOR'S PARTICULAR ATTENTION IS CALLED TO THE RULES AND REGULATIONS INCLUDED IN PUBLIC LAW 91-596, KNOWN AS THE "OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970" (OSHA)

MAINTENANCE OF TRAFFIC:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF TRAFFIC WITH THE MAXIMUM OF SAFETY AND PRACTICABLE CONVENIENCE TO SUCH TRAFFIC DURING THE LIFE OF THE CONTRACT WHETHER OR NOT WORK THEREON HAS BEEN SUSPENDED TEMPORARILY. THE WORK SHALL BE CARRIED ON IN SUCH A MANNER AS TO PROVIDE SAFE PASSAGE AT ALL TIMES FOR PUBLIC TRAVEL AND WITH LEAST OBSTRUCTION TO TRAFFIC.
THE CONVENIENCE OF THE GENERAL PUBLIC AND OF THE RESIDENTS ALONG AND ADJACENT TO THE WORK SHALL BE PROVIDED FOR IN AN ADEQUATE AND SATISFACTORY MANNER.

PORTABLE BARRIER FENCES WITH APPROPRIATE SIGNS SHALL BE USED FOR SAFETY CONTROL IN ESTABLISHING TRAFFIC PATTERNS (DETOURS, ETC.). THESE PORTABLE BARRIER FENCES SHALL MEET THE APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR HIS/HER DESIGNEE.

ROADWAYS, DRIVEWAYS AND FOOT PATHS CLOSED TO TRAFFIC, SHALL BE PROTECTED BY SUITABLE BARRICADES AND WARNING SIGNS, AND THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE LIGHTS AND ILLUMINATION. THEREFORE, HE/SHE SHALL BE HELD RESPONSIBLE FOR ALL DAMAGE TO THE WORK DUE TO ANY FAILURE OF SIGNS AND BARRICADES TO PROTECT THE WORK PROPERLY FROM TRAFFIC, PEDESTRIANS, ANIMAL OR OTHER CAUSES.

POLICE DETAIL:

THE TOWN SHALL PROVIDE SUCH POLICE OFFICERS AS THE TOWN DEEMS NECESSARY FOR THE DIRECTION AND CONTROL OF PEDESTRIANS AND VEHICULAR TRAFFIC WITHIN THE SITE OF THE PROJECT.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

THE CONTRACTOR, AT HIS/HER OWN EXPENSE, SHALL CARE FOR, REPLACE, AND RESTORE TO GOOD CONDITION, SATISFACTORY TO THE TOWN, ANY PUBLIC OR PRIVATE PROPERTY (I.E. SHRUBS, HEDGES, TREES, PUBLIC OR PRIVATE WAYS, SEWER DRAIN, WATER OR OTHER PIPES, CATCH BASINS, WIRES, BUILDING, FENCES, POSTS, POLES, MAILBOXES, STONE WALLS OR OTHER STRUCTURES) NEGLIGENTLY DAMAGED BY HIS/HER WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.

THE CONTRACTOR SHALL ALSO RESTORE TO ORIGINAL CONDITION, OR BETTER, ANY LAWN OR OTHER PLANTED AREA INTERFERED WITH, INCLUDING FERTILIZING, LOAMING, AND SEEDING AS REQUIRED, ONCE AGAIN AT THE CONTRACTOR'S EXPENSE.

SUITABLE MATERIALS, EQUIPMENT AND METHODS SHALL BE USED FOR SUCH RESTORATION.

BOUNDS AND PROPERTY MARKERS:

ALL BOUNDS AND PROPERTY MARKERS DISTURBED IN THE COURSE OF THE WORK SHALL BE REPLACED BY THE CONTRACTOR AT HIS/HER EXPENSE.

THE CONTRACTOR SHALL EMPLOY A REGISTERED LAND SURVEYOR TO RESET ALL BOUNDS AND PROPERTY MARKERS.

TELEPHONE NUMBERS:

THE TELEPHONE NUMBERS OF THE FOLLOWING DEPARTMENTS OF THE TOWN OF PLYMOUTH ARE:

POLICE	508-830-4220

FIRE	508-746-2211 (EMERGENCY) 508-830-4212 (BUSINESS)
HIGHWAY	508-830-4162, ext. 101
WATER	508-830-4162, ext. 138
ENGINEERING	508-747-1620, ext. 120
SEWER	508-830-4159
DIRECTOR OF PUBLIC WORKS	508-830-4162, ext. 105

TOWN OFFICE BUILDING HOURS: 7:30 A.M. TO 4:00 P.M., MONDAY THROUGH FRIDAY.

LEGAL REQUIREMENTS:

THE CONTRACTOR SHALL KEEP HIM/HERSELF FULLY INFORMED OF, AND COMPLY WITH, ALL LAWS, ORDINANCES AND REGULATIONS OF THE FEDERAL, STATE AND MUNICIPAL GOVERNMENTS, WHICH MAY BE IN FORCE DURING THE LIFE OF THE CONTRACT, AND IN ANY MANNER AFFECTING HIS/HER EMPLOYEES OR THE CONDUCT OF THE WORK OF MATERIALS USED ON SAID WORK.

PERSONAL SUPERVISION BY CONTRACTOR:

THE CONTRACTOR OR HIS/HER DULY AUTHORIZED AND APPROVED REPRESENTATIVE SHALL GIVE PERSONAL ATTENTION TO THE FULFILLMENT OF THE CONTRACT. THE CONTRACTOR SHALL HAVE ON THE WORK SITE, AT ALL TIMES, A COMPETENT REPRESENTATIVE AUTHORIZED TO RECEIVE AND EXECUTE ANY ORDERS OF DIRECTION OF THE TOWN.

THE REPRESENTATIVE SHOULD ALSO ACCEPT ANY NOTICES GIVEN TO THE CONTRACTOR UNDER THE PROVISIONS OF THE CONTRACT.

CLEANUP:

DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL KEEP THE SITE OF HIS/HER OPERATIONS IN AS CLEAN AND NEAT A CONDITION AS IS POSSIBLE. HE/SHE SHALL DISPOSE OF ALL RESIDUE RESULTING FROM THE CONSTRUCTION WORK ON A DAILY BASIS AND, AT THE CONCLUSION OF THE WORK, HE/SHE SHALL REMOVE AND HAUL AWAY STRUCTURES, AND OTHER REFUSE REMAINING FROM THE CONSTRUCTION OPERATIONS, AND SHALL LEAVE THE ENTIRE SITE OF THE WORK IN A NEAT AND ORDERLY CONDITION.

AGREEMENT

This Agreement made this the Day of , 2017, by and between the Town of Plymouth, a municipal corporation having an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, acting by and through its Town Manager, thereunto duly authorized, hereinafter referred to as TOWN, and (vendor), a corporation with an office at (address),hereinafter referred to as CONTRACTOR.

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein agree as follows:

1. The CONTRACTOR shall provide all materials, labor, and equipment for the crushing operation, in accordance with the specifications and upon the terms of Bid 21705 and the prices as submitted by the CONTRACTOR.

2. Nothing in this Agreement shall preclude the TOWN from purchasing said services from other vendors should the CONTRACTOR fail to provide the Town with the specified services herein.

3. The Terms of this Agreement shall expire on May 1, 2017.

4. Incorporated by reference and specifically made a part of this Agreement are the terms and conditions contained in Invitation for Bid 21705, Specifications, Bid Form, and said bid of the CONTRACTOR.

5. This Agreement merges and supersedes all prior understandings, agreements, discussions and correspondence and sets forth the entire understanding of the parties. This Agreement is to be construed as a Massachusetts contract, and is to take effect as a sealed instrument. It shall be binding upon the respective heirs, devisees, executors, administrators, successors and assigns of the parties, and may be canceled, modified or amended only by a written instrument executed by both the CONTRACTOR and the TOWN. The CONTRACTOR may not assign this Agreement or any rights hereunder without the prior written consent of the TOWN and any such attempted assignment shall be void ab initio.

6. In no case shall the CONTRACTOR act, hold itself out as or permit anyone to consider it the employee of the TOWN. No agency shall be created between the CONTRACTOR and the TOWN as a result of the CONTRACTOR's performance of services hereunder and the relationship between the parties at all time shall be based on the CONTRACTOR being an independent contractor.

7. The CONTRACTOR acknowledges and agrees that it is responsible as an independent contractor for all operations under this Agreement and for all the acts of its agents and employees, and agrees that it will indemnify and hold harmless the TOWN, its officers, boards, committees and employees from any and all loss, damage, cost, charge, expense and

claim which may be made against it or them or to which it or they may be subject by reason of any alleged act, action, neglect, omission or default on the part of the CONTRACTOR or any of its agents or employees and will pay promptly on demand all reasonable costs and expenses of the investigation and defense thereof including attorney's fees and expenses. This indemnification is not limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under the Worker's Compensation Act, Disability Benefits Act or other employee benefit act.

IN WITNESS WHEREOF, the parties hereto have duly affixed their hands and seals on the day and year first above written.

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ATTACHMENT 1

COMMONWEALTH OF MASSACHUSETTS PREVAILING WAGE RATES

The Massachusetts Prevailing Wage Law
M.G.L. ch. 149, §§ 26 - 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE

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

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

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

STATEMENT OF COMPLIANCE

_____ _____, 20_____

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

do hereby state:

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

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

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

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:	Address:	Phone No.:	Payroll No.:

Employer's Signature:	Title:	Contract No.:	Tax Payer ID Number	Work Week Ending:

Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet Number

General / Prime Contractor's Name:	Subcontractor's Name:	"Employer" Hourly Fringe Benefit Contributions

Employee Name & Complete Address	Work Classification:	Employee is OSHA 10 certified (?)	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) / All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C)	ERISA Pension Plan (D)	(B+C+D+E) Supp. Unemp. (E)	(A x F) Total Hourly Prev. Wage (F)	Project Gross Wages / Total Gross Wages	Check No. (H)

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

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

No apprentices are identified above ☐

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

Date Received by Awarding Authority
/ /

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

Prevailing Wage Rates

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

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Plymouth

Contract Number: 21705 **City/Town:** PLYMOUTH

Description of Work: Crush and stockpile recycled asphalt for reuse.

Job Location: 131 Camelot Drive

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.15	$10.91	$0.00	$0.00	$43.06
(3 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.22	$10.91	$0.00	$0.00	$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.34	$10.91	$0.00	$0.00	$43.25
ADS/SUBMERSIBLE PILOT *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$88.29	$9.80	$0.00	$0.00	$98.09
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BULLDOZER/GRADER/SCRAPER *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$0.00	$0.00	$54.94
	06/01/2017	$45.93	$10.00	$0.00	$0.00	$55.93
	12/01/2017	$46.92	$10.00	$0.00	$0.00	$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$46.38	$10.00	$0.00	$0.00	$56.38
	06/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
	12/01/2017	$48.38	$10.00	$0.00	$0.00	$58.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$0.00	$0.00	$41.17
	06/01/2017	$31.86	$10.00	$0.00	$0.00	$41.86
	12/01/2017	$32.55	$10.00	$0.00	$0.00	$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$58.86	$9.80	$0.00	$0.00	$68.66
DIVER TENDER *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$42.04	$9.80	$0.00	$0.00	$51.84
DIVER TENDER (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$63.06	$9.80	$0.00	$0.00	$72.86
DIVER/SLURRY (EFFLUENT) *PILE DRIVER LOCAL 56 (ZONE 1)* For apprentice rates see "Apprentice- PILE DRIVER"	08/01/2015	$88.23	$9.80	$0.00	$0.00	$98.03
FLAGGER & SIGNALER *LABORERS - ZONE 2* For apprentice rates see "Apprentice- LABORER"	12/01/2016	$20.50	$7.45	$0.00	$0.00	$27.95
FORK LIFT/CHERRY PICKER *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$0.00	$0.00	$41.17
	06/01/2017	$31.86	$10.00	$0.00	$0.00	$41.86
	12/01/2017	$32.55	$10.00	$0.00	$0.00	$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
HOISTING ENGINEER/CRANES/GRADALLS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38

Apprentice - *OPERATING ENGINEERS - Local 4*

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$24.96	$10.00	$0.00	$0.00	$34.96
2	60	$27.23	$10.00	$0.00	$0.00	$37.23
3	65	$29.50	$10.00	$0.00	$0.00	$39.50
4	70	$31.77	$10.00	$0.00	$0.00	$41.77
5	75	$34.04	$10.00	$0.00	$0.00	$44.04
6	80	$36.30	$10.00	$0.00	$0.00	$46.30
7	85	$38.57	$10.00	$0.00	$0.00	$48.57
8	90	$40.84	$10.00	$0.00	$0.00	$50.84

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	$25.51	$10.00	$0.00	$0.00	$35.51
2	60	$27.83	$10.00	$0.00	$0.00	$37.83
3	65	$30.15	$10.00	$0.00	$0.00	$40.15
4	70	$32.47	$10.00	$0.00	$0.00	$42.47
5	75	$34.79	$10.00	$0.00	$0.00	$44.79
6	80	$37.10	$10.00	$0.00	$0.00	$47.10
7	85	$39.42	$10.00	$0.00	$0.00	$49.42
8	90	$41.74	$10.00	$0.00	$0.00	$51.74

Notes:

Apprentice to Journeyworker Ratio:1:6

LABORER *LABORERS - ZONE 2*	12/01/2016	$32.40	$7.45	$0.00	$0.00	$39.85

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate

Apprentice - *LABORER - Zone 2*

Effective Date - 12/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	$19.44	$7.45	$0.00	$0.00	$26.89
2	70	$22.68	$7.45	$0.00	$0.00	$30.13
3	80	$25.92	$7.45	$0.00	$0.00	$33.37
4	90	$29.16	$7.45	$0.00	$0.00	$36.61

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES,GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$22.96	$10.00	$0.00	$0.00	$32.96
	06/01/2017	$23.47	$10.00	$0.00	$0.00	$33.47
	12/01/2017	$23.99	$10.00	$0.00	$0.00	$33.99
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$26.94	$10.00	$0.00	$0.00	$36.94
	06/01/2017	$27.54	$10.00	$0.00	$0.00	$37.54
	12/01/2017	$28.15	$10.00	$0.00	$0.00	$38.15
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$0.00	$0.00	$54.94
	06/01/2017	$45.93	$10.00	$0.00	$0.00	$55.93
	12/01/2017	$46.92	$10.00	$0.00	$0.00	$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2012	$30.28	$9.07	$0.00	$0.00	$39.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$45.38	$10.00	$0.00	$0.00	$55.38
	06/01/2017	$46.38	$10.00	$0.00	$0.00	$56.38
	12/01/2017	$47.38	$10.00	$0.00	$0.00	$57.38
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$31.17	$10.00	$0.00	$0.00	$41.17
	06/01/2017	$31.86	$10.00	$0.00	$0.00	$41.86
	12/01/2017	$32.55	$10.00	$0.00	$0.00	$42.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$0.00	$0.00	$54.94
	06/01/2017	$45.93	$10.00	$0.00	$0.00	$55.93
	12/01/2017	$46.92	$10.00	$0.00	$0.00	$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
SPECIALIZED EARTH MOVING EQUIP < 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.73	$10.91	$0.00	$0.00	$43.64

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS *OPERATING ENGINEERS LOCAL 4*	12/01/2016	$44.94	$10.00	$0.00	$0.00	$54.94
	06/01/2017	$45.93	$10.00	$0.00	$0.00	$55.93
	12/01/2017	$46.92	$10.00	$0.00	$0.00	$56.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$33.02	$10.91	$0.00	$0.00	$43.93
TREE TRIMMER *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/31/2016	$18.51	$3.55	$0.00	$0.00	$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN *OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104*	01/31/2016	$16.32	$3.55	$0.00	$0.00	$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING *TEAMSTERS JOINT COUNCIL NO. 10 ZONE B*	12/01/2016	$32.44	$10.91	$0.00	$0.00	$43.35

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.

_____
NAME OF BIDDER:

Bids must be submitted on this form and the following table. Bids submitted on any other form will not be considered valid. Please return this form and the attached forms to:

Town of Plymouth
ATTN: Procurement Div.
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by 11:00 a.m., Monday, February 6, 2017. Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. All offers are subject to Specifications 21705. This contract may be extended for up to thirty (30) calendar days at the request of the Town of Plymouth.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to perform the herein described work for the prices offered opposite each item and that said prices will be good for the period of one year.

The undersigned bidder hereby certifies:

Bidder has carefully read and examined all the documents herein referred to and knows and understands the terms and provisions therein.

Bidder agrees that if this bid is accepted he/she will contract with the Owner, as provided for in the bid/contract documents, and that he/she will perform all the work and furnish all the material and equipment and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies, and all other things required by the documents in the manner and within the time therein prescribed and according to the requirements of the Town as therein set forth and that he/she will take in full payment therefore, the lump sum applicable to the project as offered **below.**

The foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount not less than the applicable prevailing wage rates established for the project by

the Massachusetts Division of Occupational Safety. The undersigned bidder agrees to indemnify the Awarding Authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work, arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the Contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

No person in the employ of the Town of Plymouth has any pecuniary interest in this proposal or in the contract for the work, which is proposed.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to G.L. c.149, §44A.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THE FOLLOWING:

This bid in all respects is bonafide, fair, and made without collusion or fraud with any other person. As used in this paragraph, the word PERSON shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity.

Pursuant to M.G.L. c.62C, §49A, the undersigned bidder certifies that he/she/it, to the best of their knowledge and belief, have filed all state tax returns and paid all State Taxes required under law and has complied with all laws of the commonwealth relating to reporting of employees and contractors, and withholding and remitting child support.

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;

and is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE CRUSHING OPERATION AS SPECIFIED

$_____

Bid price in words _____

ADDITIONAL MATERIAL $_____ Per Cubic Yd

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA #_____*
*To be filled in by bidder if addenda are issued.

PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

_____

_____

COUNTY _____

STATE OF INCORPORATION _____

PHONE _____

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

_____
AUTHORIZED SIGNATURE

_____
Printed Name and Title

_____
Date Offered

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she meets the minimum qualifications specified in GENERAL INFORMATION.

Please also provide the requested reference information on the following pages.

Signed:

_____
Name of Person Authorized to Sign for the Bidder

_____
Title

_____
Date

REFERENCES OF BIDDER

The Bidder is requested to list projects in the past 5 years for municipalities in the Commonwealth of Massachusetts of a similar character as required for acceptable bid. References will enable the Owner to judge the Contractor's qualifications, experience, skill, and business standing.

Project Name: _____

Project Location: _____

Contract Amount: $_____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: $_____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: $_____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: $_____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Project Name: _____

Project Location: _____

Contract Amount: $_____ Completion Date _____

Owner: _____

Contact Name: _____ Telephone: _____

Architect/Engineer: _____

Contact Name: _____ Telephone: _____

Add supplementary pages as necessary

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)
_____ duly called and held on _____
(Date)

at which a quorum was present, and acting throughout, the following vote

was duly adopted: VOTED: That _____
(Name of Individual)

the _____ of the Corporation, hereby is authorized
(Title)

to affix the Corporate Seal, sign and deliver in the name and on behalf of the Corporation, bids, proposals, contracts, bills of sale, conditional sale agreements, chattel mortgages, leases, bonds, applications, affidavits, certificates, and any other similar documents required in connection with the sale of the Corporation's products to any purchaser, including assignments and satisfactions of any such documents.

Any and all applications, affidavits, statements, certificates, and similar documents required by law in connection with the licensing of the Corporation or its representatives for the sale, distribution, and servicing of its commercial products.

The authority is hereby delegated and shall be exercised by the aforesaid person in connection with the duties as

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

NOTE: This form must be completed if the contractor is a corporation.