

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

BID 21516, CRACK SEALING

Issued: March 12, 2015
Due: March 27, 2015 at 11:00A.M.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

March 12, 2015

INVITATION FOR BID 21516

A. INVITATION

Sealed bids are requested by the Town of Plymouth for Crack Sealing and related work.

Bids are to be submitted by 11:00 a.m., Friday, March 27, 2015, 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 21516, Crack Sealing".

All work done under this Contract shall be in conformance with the latest version of the Commonwealth of Massachusetts "Standard Specifications" which hereafter shall include but not be limited to the Massachusetts Highway Department Standard Specifications for Highways and Bridges dated 1988, as amended, the Supplemental Specifications dated June 15, 2012, the 2012 Construction Standard Details, the 1996 Construction and Traffic Standard Details (as relates to traffic standard details only); the 2009 Manual on Uniform Traffic Control Devices for Streets and Highways with Massachusetts Amendments and the Standard Municipal Traffic Code; the 1990 Standard Drawings for Signs and Supports, the 1968 Standard Drawings for Traffic Signals and Highway Lighting, and the latest edition of American Standard for Nursery Stock will govern. All work done under this Contract shall also be in conformance with the Plans and these Technical Specifications.

All bids are subject to the provisions of M.G.L. Chapter 30, §39M, and these bid and contract documents.

Contract Period:

The agreement shall be for the period of contract execution through December 31, 2015. At the sole discretion of the Town, and subject to appropriation of funds, this agreement may be extended for the period 1/1/2016 through 12/31/2016.

Rule for Award:

The contract will be awarded to the responsive, responsible and eligible bidder offering the lowest total bid price, including alternates, if any, selected by the Town.

Bid Deposit:

Bid deposit is required in the amount of five percent (5%) of the total amount of the bid, including any and all alternates. 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 qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town. All bid deposits except for those of the three lowest responsible and eligible bidders shall be returned within seven days of contract award. The remaining bid deposits will be returned upon execution of a contract and presentment of all bonds by the successful low bidder.

Pre-Bid Conference: N/A

MA DOT Prequalification:

Only prospective bidders pre-qualified by the Commonwealth of Massachusetts Department of Transportation, pursuant to Section 8B of Chapter 29 of the Massachusetts General Laws, are eligible to take out official bid documents.

Prevailing Wage Rates:

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 prevailing wage rates as determined by the Commissioner of Labor and Industries that must be paid on this contract. 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 Fifty Percent (50%) of the total contract price 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.

Performance Bond:

The successful bidder must furnish a One Hundred Percent (100%) 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.

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 any prices 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. 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

Prevailing wage rates as determined by the Commissioner of Labor and Industries must be paid on this contract. 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.

5. 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.
6. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
7. 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.

8. 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.
9. 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.
10. "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.

11. 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.
12. 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.
13. 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.
14. If funds under G.L. c. 90 are used to pay for any of the Work, a Price Adjustment clause for Hot Mix Asphalt Mixtures shall apply

to the contract. (If such funds are not used, this provision shall not apply.) Municipalities are required to include price adjustment clauses for diesel fuel, gasoline, liquid asphalt, Portland cement concrete, structural steel and reinforcing steel in the bid documents of all construction contracts funded by the Massachusetts Chapter 90 Program.

Notice to Contractors:

This contract contains price adjustments for hot mix asphalt, Portland cement, diesel fuel and gasoline. For this project the base prices are as follows: asphalt cement \$580.00 per ton, Portland cement \$123.78 per ton, diesel fuel \$2.162 per gallon and gasoline \$1.727 per gallon. MassDOT posts the Price Adjustments on their Highway Division's website at <http://www.massdot.state.ma.us/Highway> under the following link sequences:

Doing Business with us
Construction
Price Adjustments

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURE

This provision applies to all projects using greater than 100 tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Notice to Contractors section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

Base Price

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the MassDOT website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

The "New Asphalt Period Price Method" is applicable to this project.

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by MassDOT using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. MassHighway will post this Period Price on this website within two (2) business days following their receipt of the

relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted MassHighway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Town-approved extension of time.

MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the Contractor or repayment to the Town of Plymouth, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors shown:

ITEMS COVERED	FUEL FACTORS	
	Diesel	Gasoline
Excavation: and Borrow Work: Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144., 150, 150.1, 151, 151.02 and 151.1 (Both Factors used)	0.29 Gallons/CY	0.15 Gallons/CY
Surfacing Work: All Items containing Hot Mix Asphalt	2.90 Gallons/Ton	Does Not Apply

MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXTURE

This provision applies to all projects using greater than 100 Cubic Yards (76 Cubic Meters) of Portland cement concrete containing Portland cement as stipulated in the Notice to Contractors section of the Bid Documents. This Price Adjustment will occur on a monthly basis.

The Price Adjustment will be based on the variance in price for the Portland cement component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Base Price of Portland cement on a project is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price (see below) and found in the Notice to Contractors.

The Period Price of Portland cement will be determined by using the latest published price, in dollars per ton (U.S.), for Portland cement (Type I) quoted for Boston, U.S.A. in the Construction Economics section of ENR Engineering News-Record magazine or at the ENR website <http://www.enr.com> under Construction Economics. The Period Price will be posted on the MassHighway website the Wednesday immediately following the publishing of the monthly price in ENR, which is normally the first week of the month.

The Contract Price of the Portland cement concrete mix will be paid under the respective item in the Contract. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The price adjustment applies only to the actual Portland cement content in the mix placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M4.02.01. No adjustments will be made for any cement replacement materials such as fly ash or ground granulated blast furnace slag.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of cubic yards of Portland cement concrete placed during each monthly period times the Portland cement content percentage times the variance in price between the Base Price and Period Price of Portland cement.

This Price Adjustment will be paid only if the variance from the Base Price is 5% or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is a Department-approved extension of time.

B. CONTRACT AWARD

Award of this bid will be made to the bidder who offers the lowest price(s) and who is deemed responsive, responsible and eligible. Determination of responsiveness and responsibility and eligibility 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.
2. A bidder will be deemed responsible and eligible if:
 - (1) its bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
 - (2) it shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;
 - (3) it shall also certify 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;
 - (4) where the provisions of section 8B of chapter 81 apply, the bidder shall have been determined to be qualified thereunder; and
 - (5) if the bidder obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149.

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"**. Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 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) Property Coverage for materials and supplies being transported by the contractor.
- 5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/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 bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) days (Saturdays, Sundays, and legal holidays excluded) after the actual date of the opening of proposals.

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

- a. at any time prior to the designated time for the opening of proposals;
- b. after the designated time for the opening of bids, a bid may be withdrawn only after a contract has been signed by the successful general bidder and Owner and such bidder has furnished all required bonds. Otherwise, a bidder withdrawing its bid after such designated time shall forfeit its bid deposit.

Unless a bid is withdrawn as provided above, the bidder agrees that its bid shall be deemed open for acceptance until a contract has been executed with the low bidder and such bidder has furnished all required bonds, or until the town notifies the bidder in writing that his bid is rejected or that the town does not intend to accept it, or returns his bid deposit. Notice of acceptance of a bid shall not constitute rejection of any other bid.

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 available over the Internet at http://www.plymouth-ma.gov/public_documents/PlymouthMA_currentbids/
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 Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, 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 phagler@townhall.plymouth.ma.us. 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 UP TO FIVE (5) 8-HOUR DAYS, 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 WORK BEYOND THE NORMAL DAY IS TO BE PERFORMED, THE CONTRACTOR WILL RECEIVE NO EXTRA PAYMENT, AND COMPENSATION FOR SUCH WORK 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, PROVIDED THAT ANY APPROVAL OR LACK OF APPROVAL SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS HEREUNDER. 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. MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN IF SUFFICIENT INFORMATION, AS DETERMINED BY THE TOWN, IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS (1) AT LEAST EQUAL IN QUALITY, DURABILITY, APPEARANCE, STRENGTH AND DESIGN TO THE MATERIAL OR EQUIPMENT NAMED, (2) IT WILL PERFORM AT LEAST EQUALLY THE FUNCTION IMPOSED BY THE GENERAL DESIGN FOR THE WORK BEING CONTRACTED FOR OR THE EQUIPMENT OR MATERIAL BEING PURCHASED, AND (3)

IT CONFORMS SUBSTANTIALLY, EVEN WITH DEVIATIONS, TO THE DETAILED REQUIREMENTS FOR THE EQUIPMENT OR MATERIAL IN THE SPECIFICATIONS. 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 SATISFIES THE CRITERIA STATED ABOVE. THE APPLICATION WILL CERTIFY THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT DELAY CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION WITHIN THE TIME STATED IN THE CONTRACT DOCUMENTS, AND MUST STATE WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS, AND WHETHER OR NOT INCORPORATION OR USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY. IF THE APPLICATION IS SILENT ON SUCH MATTERS, THE BIDDER, BY SUBMITTING AN APPLICATION, WILL BE DEEMED TO HAVE SO CERTIFIED, AND TO HAVE STATED THAT NO CHANGE IN THE CONTRACT DOCUMENTS IS NECESSARY AND NO LICENSE FEES OR ROYALTY PAYMENTS ARE REQUIRED.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED MUST BE IDENTIFIED BY CONTRACTOR IN THE APPLICATION TOGETHER WITH AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE FOR THE SUBSTITUTE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF ANY NECESSARY REDESIGN AND CLAIMS OF OTHER CONTRACTORS RESULTING FROM 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 EXPRESSLY 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. NOTWITHSTANDING ANY ACCEPTANCE OF THE TOWN AND UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

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, AND SHALL, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE USE OF THE PROPOSED SUBSTITUTE ITEM, EQUIPMENT, MATERIAL, MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

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. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROPER AUTHORITIES OR UTILITY BEFORE PROCEEDING WITH THE WORK POTENTIALLY AFFECTED THEREBY.

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 SHALL HAVE THE RIGHT, BUT UNDER NO CIRCUMSTANCES THE OBLIGATION, TO ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OF EFFICIENCY OR TO IMPROVE THEIR CHARACTER, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDERS. THE GIVING OR 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 AND FOR ALL DAMAGES, INJURIES, LOSSES, COSTS AND EXPENSES ARISING FROM ANY FAILURE OF CONTRACTOR TO COMPLY WITH THAT OBLIGATION.

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), AS SAME MAY BE AMENDED, SUPPLEMENTED OR SUPERSEDED.

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 CONTRACTOR SHALL COORDINATE WITH THE PLYMOUTH POLICE DEPARTMENT THE NUMBER OF TRAFFIC POLICE REQUIRED IN EITHER THE APPROPRIATE TRAFFIC MANAGEMENT PLAN (TMP) TEMPLATE (SEE MASSDOT'S WEBSITE AT [HTTP://WWW.MHD.STATE.MA.US](http://www.mhd.state.ma.us)) OR DEEMED NECESSARY FOR THE DIRECTION AND CONTROL OF TRAFFIC WITHIN THE SITE.

THE CONTRACTOR SHALL SUBMIT THE REQUESTED AND SIGNED POLICE DETAIL SCHEDULE AS CALLED IN AND ARRANGED DIRECTLY WITH THE POLICE DEPARTMENT ON A WEEKLY BASIS. POLICE DETAILS WILL BE PAID DIRECTLY BY THE TOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SCHEDULING AND CANCELING POLICE DETAILS IF NOT NEEDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CANCEL A DETAIL(S) AT A MINIMUM OF FOUR HOURS IN ADVANCE OF THE START OF THE SHIFT IF CONDITIONS SO WARRANT. POLICE DETAILS NOT CANCELLED IN TIME SHALL BE PAID FOR BY THE CONTRACTOR.

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

THE CONTRACTOR, AT HIS/HER OWN EXPENSE, SHALL CARE FOR, REPLACE, AND RESTORE ANY PUBLIC AND PRIVATE PROPERTY (E.G., 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) DAMAGED BY HIS/HER WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS OR, IF BETTER, TO GOOD CONDITION, AND TO THE SATISFACTION OF THE TOWN.

THE CONTRACTOR SHALL ALSO RESTORE, AT ITS COST, TO ORIGINAL CONDITION, AND TO THE SATISFACTION OF THE TOWN, ANY LAWN OR OTHER PLANTED AREA INTERFERED WITH, INCLUDING FERTILIZING, LOAMING, AND SEEDING AS REQUIRED.

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 (BUSINESS)
FIRE	508-830-4213 (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: M - F 7:30 A.M. TO 4:00 P.M.

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 FULL-TIME REPRESENTATIVE AUTHORIZED TO RECEIVE AND EXECUTE ANY ORDERS OF DIRECTION OF THE TOWN.

THE REPRESENTATIVE SHALL ALSO BE AUTHORIZED TO ACCEPT, ON BEHALF OF CONTRACTOR, 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.

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT made this day of , 2015, by and between the TOWN OF PLYMOUTH, with an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the "Owner", and (name, street address and mailing address of contractor), hereinafter called the "Contractor".

WITNESSETH, that the Owner and the Contractor, for the consideration hereafter named, agree as follows:

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for Crack Sealing as described in the Contract Documents.

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner. The agreement shall be for the period of contract execution through December 31, 2015. At the sole discretion of the Town, and subject to appropriation of funds, this agreement may be extended for the period 1/1/2016 through 12/31/2016. If the town decides to exercise this extension, it will do so by sending written notice no later than thirty (30) days prior to the expiration date.

Article 3. THE CONTRACT SUM: The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order the unit prices as written in the Bidding Document.

Article 4. THE CONTRACT DOCUMENTS (or "CONTRACT"): The following, together with this Agreement, form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein: the Advertisement, Bidding Documents, General Information, Invitation for Bids, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents; the Drawings as enumerated in the List of Contract Drawings; Addenda; and Modifications/Change Orders issued after execution of the Contract.

By signing this Contract, the Contractor certifies under the penalties of perjury that he/she has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, the Contractor, all subcontractors, the project manager, and the owner shall attend a pre-construction conference. The conference will serve to acquaint the participants with the general plan of contract administration; and requirements under which the construction operation is to proceed, and will inform the Contractor, in detail, of the obligations imposed on

him and his subcontractors by the Executive Orders concerning Equal Employment opportunity and Davis-Bacon Act requirements, provided that nothing said in or omitted from such pre-construction conference shall relieve Contractor of its obligations under the Contract Documents.

The date, time, and place of the conference will be furnished to the Contractor by the project manager.

GENERAL CONDITIONS

3. Funding Source

This program has been funded by the Commonwealth of Massachusetts.

4. Contract Plans and Specifications

All plans, specifications and addenda, hereinafter enumerated or referenced in this contract, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein set fully forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions of which they refer. The plans and specifications are complimentary, and what is required by one shall be deemed as if required by all.

5. Additional Instructions and Detail Drawings

The Contractor may be furnished additional written instructions and detail drawings as necessary to carry out the work included in the contract. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Director of Public Works will prepare jointly: (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Director of Public Works in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipments, and the completion of the various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.

6. Shop or Setting Drawings

The Contractor shall submit promptly to the Director of Public Works two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Director of Public Works or his designee and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated, if any, and shall furnish the Director of Public Works or his designee with two corrected copies. If requested by the Director of Public Works or his designee, the Contractor must furnish

additional copies. Regardless of corrections made in or approval given to such drawings by the Director of Public Works, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Director of Public Works in writing and conspicuously on the face of the shop drawing of any deviations at the time he furnishes such drawings, and the Director has expressly and separately approved such deviation by noting its approval on the drawing.

7. Materials, Services and Facilities

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

8. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

9. Title to Work

The title to all work completed and in the course of construction, and of all material incorporated into the work, and all material not incorporated into the work but for which any payment has been made by Owner shall be in the Owner's name.

10. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to inspection and testing in accordance with accepted standards.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

11. Express Warranty

The Contractor guarantees to Owner that all materials

incorporated into the work will be new and of recent manufacture unless otherwise expressly specified or agreed in writing. Contractor also guarantees that all work will be done in a workmanlike manner, free from defects in material and workmanship, and in strict conformance with all requirements and specifications in the Contract.

12. Maintenance and Guarantee

The Contractor hereby guarantees that the entire work constructed by him under the contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees, in addition to any other rights and remedies available to the Town, to make at his own expense any repairs or replacements made necessary by defects in materials or workmanship supplied to him that become evident within one (1) year after the date of the final payment, and to restore to full compliance with the requirements set forth herein for any part of the work constructed hereunder, which during said one (1) year period is found to be deficient with the respect to any provisions of the specifications. The Contractor also agrees to indemnify and hold harmless the Owner from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work and the Contractor shall be liable to the owner for the cost thereof. The foregoing is not a limitation of, but is in addition to, any other rights and remedies available to the Owner, and nothing herein shall reduce or limit any applicable statutory limitations periods for suits by the Owner.

13. "Or Equal" Clause

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed is, in the opinion of the Director of Public Works, at least equal in quality, durability, appearance, strength and design, will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased, and conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. It shall not be purchased or installed by the Contractor without the Director's written approval.

14. Survey's Permits and Regulations

The Contractor shall be responsible for all additional surveys/layouts necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses

and approvals necessary for the execution of his contract.

The Contractor shall strictly comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

15. Contractor's Obligations

The Contractor shall and will, in a good and workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary and/or proper to perform and complete all the work required by and reasonably inferable from this Contract, within the time herein specified, in strict accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Director of Public Works as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, strictly comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Director of Public Works and the Owner.

16. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Director of Public Works shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Director of Public Works or his designee, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

17. Protection of Work and Property-Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with the Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury to the extent caused, in whole or in part, directly or indirectly, by Contractor, its employees, subcontractors or suppliers or any person for whom Contractor is responsible.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Director of Public Works, in a diligent manner to address such emergency. He shall

notify the Director of Public Works immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be submitted for consideration to the Director of Public Works in writing within 21 days of the onset of the emergency.

18. Inspection

The authorized representatives and agents of the Owner shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records at any reasonable time with or without notice.

19. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under the Contract.

20. Superintendence by Contractor

At the site of the work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Director of Public Works, or designee, and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll, provided that any approval or lack of approval of the Director of any such representative shall not relieve Contractor of its obligations hereunder.

21. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more or a combination of the following methods, at the sole election of Owner:

- (a) *Unit bid prices previously approved.*
- (b) *An agreed lump sum.*
- (c) *The actual cost of:*
 - (1) *Labor, including foremen.*
 - (2) *Materials entering permanently into the work.*
 - (3) *The ownership or rental cost of construction plant and equipment during the time of use on the extra work.*
 - (4) *Power and consumable supplies for the operation of power equipment.*
 - (5) *Insurance.*
 - (6) *Wages to be paid.*

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual

cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

22. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for substantial completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on the date specified in a "Notice to Proceed" to be issued by the Owner.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure substantial completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for substantial completion of the work described herein is a reasonable time for the substantial completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to substantially complete the work within the time herein specified, or any property extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified below, not as a penalty, but as liquidated damages for each and every calendar day the Contractor shall be in default after the time stipulated in the Contract for substantially completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

Notwithstanding the foregoing, and notwithstanding anything to the contrary in the Contract Documents, the Owner may, at its sole election and in its sole discretion, recover its actual damages in lieu of liquidated damages for any delay caused in whole or in part, directly or indirectly, by Contractor, its employees, subcontractors, suppliers or any person for whom Contract is responsible.

In the event Contractor is delayed through no fault of its own, it may make claim for an extension of time (only) as follows: The Contractor shall within ten (10) days from the earlier of the date of the event giving rise to its claim, the date on which the delay commenced, or the date on which Contractor knew or should have known of its claim, notify the Owner in writing of the existence and causes of the delay, and request an extension of time to complete the work and include therein the length of extension requested, and shall provide such other information as the Owner may reasonably request. Failure to comply strictly with the above notice procedure shall result in the waiver of any such claim. In addition, Contractor agrees that in the event it initiates any proceeding against Owner on account of any delays or the assessment of liquidated damages and Contractor is found to have failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding. Notwithstanding the foregoing, any decision of the Owner or its designee on any claim of Contractor for an extension of time to complete the work shall be final and binding on the Contractor under G.L. c. 30, § 39J.

The amount of liquidated damages for this project shall be Zero Dollars (\$0.00) per consecutive calendar day.

23. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Director of Public Works or his designee who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Director of Public Works, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Director shall be equitable.

24. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent physical conditions at the site materially differing from those shown on the plans or indicated in the specifications for which an equitable adjustment is required under G.L. c. 30, § 39N, he shall immediately upon discovering such conditions and before disturbing same give written notice to the Director of Public Works of such conditions. The Director of Public Works will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications and an equitable adjustment is

required by G.L. c. 30, § 39N, an appropriate change order shall be prepared for such adjustment in accordance with Paragraph 21, above, including any credits to Owner and/or additional compensation to Contractor, as the case may be. Notwithstanding the foregoing, Contractor will be eligible for an equitable adjustment on account of said conditions if and only if such adjustment is required by G.L. c. 30, § 39N.

Failure to comply with the notice procedure stated above shall result in the waiver of Contractor's claim. Moreover, any decision of the Owner or its designee on any claim of the Contractor under this paragraph shall be final and binding on the Contractor under G.L. c. 30, § 39J. Contractor agrees that in the event it initiates any proceeding against Owner on account of any claim for equitable adjustment due to subsurface or latent physical conditions for which Contractor had failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding.

25. Right of the Owner to Terminate Contract

The Owner may terminate this Contract by providing the Contractor with ten (10) days written notice for the reasons stated below:

- (a) Violation of any of the provisions of this Contract by the Contractor or any of his/her subcontractors, or of any federal, state or local law or regulation applicable to the project work.
- (b) A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract.
- (c) Failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract, including timely prosecution and completion of the work unless an extension of time to complete the work has been granted by the Owner via a signed Change Order.

The Owner shall not be required to give notice of termination to Contractor's surety, if any, provided that nothing herein shall preclude Owner from making claim on any performance bond issued by any surety.

If the Owner determines that a continuation of work on the project would endanger the life, health, or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of telegram, mailgram, hand-carried letter, or other appropriate written means.

Owner may also terminate the Contractor for its convenience, including for no reason, upon 30 days' written notice. In the

event of any such termination, Contractor shall be paid for all work satisfactorily performed to the date of termination. Contractor shall not be entitled to any lost profits or other damages.

26. Payments to Contractor

- (a) Provided an agreed upon form of application for payment is received by the fifth day of the month, not later than the twentieth (20th) day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, less five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract, and the value of any claims of the Owner against Contractor.
- (b) In preparing estimates, the material delivered and properly stored on the site may be taken into consideration if and to the extent approved by Owner.
- (c) Notwithstanding any certification or lack of certification by the Owner or its agents or representatives, the Owner may withhold the value of its claims against the Contractor from amounts otherwise payable to Contractor.

27. Indemnification

The Contractor shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the Contractor, and shall exonerate, indemnify and hold harmless the Owner's officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Worker's Compensation, and Income Tax laws. Further, the Contractor shall exonerate, indemnify and hold harmless the Owner with respect to any damages, expenses or claims arising from or in connection with any of the work performed or to be performed under this Contract. This obligation of the Contractor is in addition to, and shall not be construed as a limitation of, the Contractor's liability under any other provision of the Contract or law and any other rights and remedies available to the Owner.

28. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under the Contract or the performance and payment bond.

29. Insurance

The Contractor shall not commence work under this Contract until

he has obtained all the insurance required by the Bidding Document and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved.

30. Assignments

The Contractor shall not assign or subcontract the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns, with Owner's consent, all or any part of any monies due or to become due under this Contract, the assignee shall be bound by the terms of the Contract Documents and its right, if any, in and to any monies due or to become due to the Contractor shall be subject to, among other things, prior claims of all the Owner, and of all persons, firms and corporations of services rendered or materials supplied for the performance of the work called for in this Contract.

31. Authority of the Director of Public Works

Where ever the Contract Documents there is a reference to the Director of Public Works, such reference shall be to the Director or his designee, which may be an independent third-party engineer retained by Owner. The Director of Public Works or his designee shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Director or his designee shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under the Contract and shall decide all questions which may arise in relation to the interpretation of the Contract Documents, said work and the construction thereof. The Director's estimates and decisions shall be final and conclusive under G.L. c. 30, § 39J. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Director shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Director or his designee shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute, which decision shall be final and binding as aforesaid.

32. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail or by other method of delivery for which a delivery receipt is generated (including facsimile or e-mail, if a deliver receipt is generated), to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

33. Subcontract

The Contractor will insert in any subcontracts provisions making the subcontractors responsible to the Contractor in the same manner as Contractor is responsible to the Owner under the Contract Documents.

34. Suspension of or Delays to the Work: No Damages for Delay

Notwithstanding anything to the contrary in the Contract Documents, if the Contractor or the work is delayed through no fault of Contractor for any reason, including, but not limited to, acts of the Owner, Contractor's sole remedy, if any, shall be an extension of time to complete the work, provided Contractor makes a claim for such an extension in strict accordance with the process set forth in paragraph 22, above. Under no circumstances shall the Contractor be entitled to make or assert or recover for any claim for damages by reason of any such delay, whether such a claim is characterized as one for delay, having to perform out-of-sequence work, or loss of production, or otherwise.

35. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Town to assure proper accounting for all project funds. These records will be made available for audit purposes and/or inspection to the Owner or its designee or any authorized representative, and will be retained by Contractor for three years after final completion of all work.

36. Non-Discrimination

The Contractor shall not discriminate in violation of any applicable federal, state and local law or regulation, including the following: Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD (24 CFR Part 1); Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; Section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); Executive Order 11246 and the rules, regulations and relevant orders of the U.S. Secretary of Labor, if applicable; The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B, section 1 et seq.; State Executive Order 74 as amended and revised by Executive Orders 116,143 and 227, and EOCD regulation, procedures or guidelines; Title II of the Uniform Relocation Assistance and Real Property, Acquisition Policies Act of 1979; and EOCD guidelines, procedures, or regulations.

The Contractor shall not discriminate against any employee or

applicant for employment because of race, color, religion, sex, age, handicap, or national origin. Noncompliance by the Contractor with the non-discrimination clauses of this Contract shall constitute a material breach of the Contract.

37. Termination of Contract

In addition to any other rights of Owner to suspend or terminate the Contract: The Owner may suspend or terminate this Contract by providing the recipient with ten (10) days written notice for failure of the Contractor, for any reason, to fulfill in a timely and proper manner its obligations under this Contract including compliance with applicable federal, state or local laws or regulations.

38. Schedule of Salaries and Wages

The minimum wage rates and health and welfare fund contributions applicable to this Contract as determined by the Director, Division of Occupational Safety, Commonwealth of Massachusetts under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 and 27D, inclusive as amended are attached hereto and incorporated herein. The greater of Federal wage rates or State prevailing wage rates, when both are applicable, shall be paid under this contract and reported as required.

38. Labor Provisions

- (a) In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, 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, who are male veterans as defined in clause forty-third of G.L. c. 4, s. 7 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, in accordance with G.L. c. 149, s. 26.
- (b) The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- (c) In accordance with G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the terms of the contract. Sufficient proof of compliance with this section must be furnished at the time of execution of this contract. Failure to provide and continue in

force such insurance as aforesaid shall be deemed a materials breach of the contract and shall operate as an immediate termination thereof. The attention of the Contractor is directed to that portion of G.L. c. 149, s. 34A which provides that whoever violates any of its provisions shall be punished by a fine of not more than one hundred dollars or by imprisonment for six months, or both; and, in addition, any Contractor who violates any provision of this section shall be prohibited from contracting, directly or indirectly, with the Commonwealth or any political subdivision thereof for the construction, alteration, demolition, maintenance or repair of, or addition to, any public works or public building for a period of two years from the date of conviction of said violation.

- (d) The Contractor shall pay to any reserve police officer employed by him prevailing rate of wage paid to regular police officers, as required by G.L. c. 149, s. 34B.

40. Environmental Requirements

The Contractor shall comply, where applicable, with: Federal Executive Order 1199218, Floodplain Management, May 24, 1977 (42 FR 26951 et. seq.) particularly section 2 (a); the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.), as amended, particularly section 307 (c) and (d) (16 U.S.C. 1456 (c) and (d)); the Safe Water Drinking Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349), as amended; the Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended, particularly section 7 (16 U.S.C. 1536; the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.) as amended, particularly section 7 (b) and (c) (16 U.S.C. 1278 (b) and (c)); the Clean Air Act (42 U.S.C. 7401 et seq.) as amended, particularly section 176 (c) and (d) (42 U.S.C. 7506 (c) and (d)); HUD Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979); "The American Standard Specification for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped," Number A-117.4-R 1971, subject to the exceptions contained in 41 CFR 101-19-604; and any corresponding provisions of State and local laws and regulations. The Contractor shall also comply, where applicable, with the National Environmental Policy Act of 1969, Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, Flood Disaster Protection Act of 1973, National Flood Insurance Act of 1968, and Protection of Wetlands Laws.

41. Historic Preservation

The Contractor shall, in the performance of any environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S.C. 469 a-1 et seq.), by (a) consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse

effect (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

42. Interest of Contractor and Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, that violates or will with the passage of time result in a violation of G.L. c. 268A. The Contractor further agrees that in the performance of this contract, no person having any such interest in violation of said law shall be employed.

43. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

44. Claims for Additional Compensation

In the event the Contractor believes it is due additional compensation for extra work or otherwise, except for claims on account of subsurface and latent physical conditions, which claims shall be made as stated above, the Contractor shall, within ten (10) days from the earlier of the date of the event giving rise to its claim, the date on which the delay commenced, or the date on which Contractor knew or should have known of its claim, submit its claim in writing to the Owner, describing in reasonable detail the basis of the claim, the event giving rise to the claim, and an itemization of the additional compensation requested. Notwithstanding the foregoing, if such claim is for extra work, such claim must be submitted before the alleged extra work is performed.

Failure to comply strictly with the above notice procedure shall result in the waiver of any such claim. In addition, Contractor agrees that in the event it initiates any proceeding against Owner on account of any claims for additional compensation and Contractor is found to have failed to strictly comply with the aforesaid notice process, Contractor shall pay Owner's attorneys' and expert witness fees incurred in defending any such proceeding. Notwithstanding the foregoing, any decision of the Owner or its designee on any claim of Contractor for additional compensation shall be final and binding on the Contractor under G.L. c. 30, § 39J.

45. In the event of any conflict or inconsistency between and among the provisions of the Contract Documents, the provision resulting in the greatest quantity and better quality of goods and services or, if the foregoing does not resolve the conflict or inconsistency, the provision resulting in less cost or risk to the Owner, as reasonably determined by the Owner, shall control. Any decision of the Owner or its designee on such resolution shall be final and binding on the Contractor under G.L. c. 30, § 39J.

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CONTRACTUAL LIABILITY

To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify, and hold harmless OWNER and its consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of designers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from performance of the Work, provided that any such claim, damage, loss or expense(s) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or any of its consultants, agents or employees by any employee of CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

Policies for General Liability, Automobile Liability, Workers' Compensation Insurance, and Umbrella Liability shall remain in effect during the one year correction period.

Such insurance as is herein certified applies to all operations of the insured in connection with, and necessary and incidental to, the work herein described at the locations stated.

It is hereby understood and agreed that the above policies will not be restrictively amended, materially changed nor canceled without 30 days advance notice by registered mail to OWNER.

Authorized Representative Signature
(Include Evidence of Authorization)

Address

ATTACHMENT 1

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS and PLANS

The following Items reflect special conditions particular to this project. As such, they amend and/or supplement the provisions governing the item as described in the Massachusetts Highway Department's Standard Specification and Supplemental Specifications.

ITEM 1 - CRACK SEALING (PCRM & 8% FIBERS)
PCRM - Polymer & Crumb Rubber Modified Asphalt Compound

SCOPE OF WORK

The work covered by this section of the specification consists of furnishing all plant, labor, equipment and materials necessary to perform all operations in connection with the cleaning and sealing of construction and random cracks in bituminous concrete pavements, including vegetation removal and sterilization of cracks, where necessary. Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods or if the local forecast call for rain or fog on that day. No work shall be done if the ambient temperature is below 50 degrees Fahrenheit.

Note: Longitudinal cracks along the gutter-line and transverse cracks in berms shall be cleaned and sealed as part of this bid. Alligator cracking shall be sealed unless it exceeds one hundred square feet per lane per one hundred linear feet.

The Contractor shall be responsible for scheduling the police detail and canceling them if not needed. Police details not cancelled shall be paid for by the Contractor.

MATERIAL

Crack sealant shall be a modified asphalt-fiber compound designed especially for improving strength and performance of the parent asphalt sealant. The asphalt binder shall consist of a blend of neat asphalt binder, chemically modified crumb rubber (CMCR), and a polymer package, all of which meet the following specifications:

- The binder will meet **PG 64-28E** requirements after modification including: PG grade requirements of AASHTO M320, and Requirements of AASHTO TP70/MP19
- Modification, at a minimum, shall consist of 7% crumb rubber, and the maximum particle size for the recycled tire rubber shall be 80 mesh (#80 sieve)
- The asphalt supplier shall provide testing for both the neat and modified asphalt binders

- See below for typical modified test results for 64-28E with crumb rubber:

<u>DSR ORIGINAL:</u>	kPa >1.00 @ 64° C. Fail temp = 76+° C
<u>DSR RTFO:</u>	kPa >2.20 @ 64° C. Fail temp = 76+° C
<u>MSCR:</u>	JNR (MSCR unit of measure): 3.2 E <0.5% @ 64° C R3200 (Average % Recovery): >70%
<u>DSR PAV:</u>	kPa <6000 @ 64° C
<u>BBR:</u>	Stiffness <300 @ -18° C. M-Value >0.300 @ -18° C

Fiber reinforcing materials shall be short-length polyester fibers having the following properties:

Length*	0.25 in. ± 0.02 in.
Elongation at Break; ASTM D2256-90	35% ± 3%
Melting Point; ASTM D3418-82	>475 degrees F (246 degrees C)
Crimps/Inch; ASTM D3937-90	None
Cross Section	Round
Denier; ASTM D1577-90	4.5 Nominal dpf
Tensile Strength; ASTM D2256-90	>70,000 psi
Diameter	0.0008 in. **
Specific Gravity; ASTM D792-91	1.32 to 1.40

* At temperatures ranging from ambient to maximum finished product mix temperature

** Subject to Normal Variations

The modified asphalt-fiber compound shall be mixed at a rate of 8% fiber weight to weight of asphalt cement. This compound having the same chemical base provides compatibility and exhibits excellent bond strengths. The fiber functions to re-distribute high stress and strain concentrations that are imposed on the sealant by thermal sources, traffic loading, etc.

EQUIPMENT

Equipment used in the performance of the work required by this section of the specification shall be subject to engineer approval and maintained in a satisfactory working condition at all times.

- (a) Air Compressor: Air compressors shall be capable of furnishing not less than 100 cubic feet of air per minute at not less than 90 lbs. per square inch pressure at the nozzle. The compressor shall be equipped with traps that will maintain the compressed air free of oil and water.
- (b) Manually operated, gas powered air-broom or self-propelled sweeper designed especially for use in cleaning highway and airfield pavements shall be used to remove debris, dirt, and dust from the cracks.
- (c) Melter: The unit used to melt or maintain the crack sealant compound at the recommended application temperature shall be the indirect fired type. It shall be equipped with a remote heat exchanger and hot oil circulation pump capable of maintaining a

consistent temperature of the heat transfer oil. The heat transfer oil shall be circulated to all sides and the bottom of the vat containing the crack sealant compound making a continuous loop back to the heat exchanger and having a flash point of not less than 600 degrees F. The melter shall be equipped with a satisfactory means of agitating the crack sealant at all times. This may be accomplished by continuous stirring with mechanically operated paddles and/or by a circulating gear pump attached to the melter. The melter must be equipped with a thermostatic control calibrated between 200 degrees F. and 550 degrees F. and must be capable of pumping an 8% fiber content blend.

PREPARATION OF CRACKS

- (a) Debris and Vegetation Removal: All cracks shall be blown clean and sterilized by use of a propane air torch generating 2,000 degrees F. and 3,000 feet/second velocity to eliminate all vegetation, dirt, moisture and seeds. Alternative methods for vegetation removal must be submitted for approval. All debris removed from the cracks shall be removed from the pavement surface immediately by means of a power sweeper, hand or air broom.
- (b) General: No crack sealant material shall be applied in wet cracks or where frost, snow or ice is present, nor when the ambient temperature is below 25 degrees F.

PREPARATION AND PLACEMENT OF SEALANT

- (a) The asphalt-fiber compound shall be thoroughly mixed for a minimum of one hour before application can begin. Whenever material is added to the tank, whether in bulk or pre-packaged blocks, sealing operations shall be suspended for 1 hour to allow for the minimum required mixing time. Minimum application temperature shall be 320 degrees F.
- (b) Sealant shall be delivered to the pavement cracks through a high pressure hose line and applicator shoe. Diameter of the applicator shoe is not to exceed 3.5 inches. Once the pavement cracks are sealed the width of the sealant on the pavement (overbanding) shall be no greater than 3 inches. When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over the cracks to prevent the sealant from being picked up.

WORKMANSHIP

All workmanship shall be of the highest quality, and any excess of spilled sealant shall be removed from the pavement by approved methods and discarded. Any workmanship determined to be below the high standards of the particular craft involved will not be accepted, and will be corrected and/or replaced as required by the engineer.

PERFORMANCE

- (a) The Town of Plymouth will require the contractor to successfully perform a 200 foot test strip in the field prior to commencing work under the contract.

- (b) The contractor must submit the name of the manufacturer and the trade name of the crack sealant that will be used for the duration of the contract.
- (c) Manufacturer's certificate of material compliance must be furnished to the Town of Plymouth certifying conformance to the above material specifications, including the following:
- 7% chemically-modified crumb rubber (CMCR), composed of 100% 80-mesh recycled tire rubber.
 - 3-4% specially formulated polymer package.
 - Performance Grade of Modified Asphalt: PG 64-28E (to withstand "extreme heavy" traffic loads).
 - AASHTO M-320, Table 1.
 - "E" Jnr 3.2 kPa @ 64°C: <0.5%.
 - R3200 (Average % Recovery) @ 3.200 kPa: >70%.
 - 8% polyester reinforcing fibers.

ENGINEERS NOTES REGARDING PAVEMENT PRESERVATION AND RELATED WORK

1. Police details (if required) will be paid for by the Town and are not part of the contract. If the contractor orders a police detail and does not show up for work on the scheduled day, then the contractor will be responsible for payment of the detail. The contractor will be responsible for ordering and cancelling all police details.
2. It shall be the contractor's responsibility to provide detour signs that are clearly readable in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) latest edition. The contractor shall at all times and at his/her own expense provide, place, and erect all necessary barricades and warning signs and furnish all lights necessary to protect the work from traffic, pedestrians, and animals. He/she shall also provide at his/her own expense a sufficient number of watchmen at all times to protect the work.
3. Use of hydrants is restricted to town water personnel only. During construction, water will be made available to the contractor, but ONLY the town's water personnel may operate the hydrants. The contractor must make arrangements for hydrant use with the Town on the day prior to use of the hydrant.

4. The contractor shall provide for the removal of all materials spilled from their trucks on existing pavements over which it is hauled.
5. The contractor shall insure that the roadways are passable to vehicular traffic at the end of each day.
6. The specified quantities throughout these documents are estimates for use in comparing bids. The town does not guarantee that these quantities will be needed for the actual work.
7. All work performed under this contract will be completed Monday through Friday only. No work will be allowed on weekends or holidays unless prior permission is granted by the engineer.
8. The contractor shall finish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other necessary items to perform the work required for the completion of each item of the work as herein specified.

MEASUREMENT AND PAYMENT

Measurement and Payment for this item shall be by the "lump sum" for each street being submitted for work, and shall be complete payment for the entire item including furnishing, preparation and placing of materials, labor and equipment to be used, including cleaning, removal of the vegetation and sterilization of crack, and crack seal of the berms, gutter-line, and joints.

The Town reserves the right to add or delete roadways for Crack Sealing under this contract.

ATTACHMENT 2

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 Apprenticeship Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprenticeship 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 Apprenticeship 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 _____



**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

KARYNE E. POLITO
Lt. Governor

RONALD L. WALKER, II
Secretary
JEAN ZEILER
Acting Director

Awarding Authority: Town of Plymouth
Contract Number: 21516 **City/Town:** PLYMOUTH
Description of Work: Crack sealing various roadways
Job Location: Various locations

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 Division of Apprentice Standards (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. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.30	\$9.91	\$9.33	\$0.00	\$50.54
	06/01/2015	\$31.65	\$9.91	\$9.33	\$0.00	\$50.89
	08/01/2015	\$31.65	\$10.41	\$9.33	\$0.00	\$51.39
	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.37	\$9.91	\$9.33	\$0.00	\$50.61
	06/01/2015	\$31.72	\$9.91	\$9.33	\$0.00	\$50.96
	08/01/2015	\$31.72	\$10.41	\$9.33	\$0.00	\$51.46
	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.49	\$9.91	\$9.33	\$0.00	\$50.73
	06/01/2015	\$31.84	\$9.91	\$9.33	\$0.00	\$51.08
	08/01/2015	\$31.84	\$10.41	\$9.33	\$0.00	\$51.58
	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2014	\$32.48	\$10.40	\$5.95	\$0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	\$0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2010	\$37.70	\$6.97	\$11.18	\$0.00	\$55.85

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	\$11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	\$11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	\$11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	\$11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	\$11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	\$11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	\$11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	02/01/2015	\$48.96	\$10.18	\$18.50	\$0.00	\$77.64
	08/01/2015	\$49.86	\$10.18	\$18.57	\$0.00	\$78.61
	02/01/2016	\$50.43	\$10.18	\$18.57	\$0.00	\$79.18
	08/01/2016	\$51.33	\$10.18	\$18.65	\$0.00	\$80.16
	02/01/2017	\$51.90	\$10.18	\$18.65	\$0.00	\$80.73

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Quincy

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.48	\$10.18	\$18.50	\$0.00	\$53.16
2	60	\$29.38	\$10.18	\$18.50	\$0.00	\$58.06
3	70	\$34.27	\$10.18	\$18.50	\$0.00	\$62.95
4	80	\$39.17	\$10.18	\$18.50	\$0.00	\$67.85
5	90	\$44.06	\$10.18	\$18.50	\$0.00	\$72.74

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.93	\$10.18	\$18.57	\$0.00	\$53.68
2	60	\$29.92	\$10.18	\$18.57	\$0.00	\$58.67
3	70	\$34.90	\$10.18	\$18.57	\$0.00	\$63.65
4	80	\$39.89	\$10.18	\$18.57	\$0.00	\$68.64
5	90	\$44.87	\$10.18	\$18.57	\$0.00	\$73.62

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$35.70	\$7.30	\$13.15	\$0.00	\$56.15
	06/01/2015	\$36.45	\$7.30	\$13.15	\$0.00	\$56.90
	12/01/2015	\$37.20	\$7.30	\$13.15	\$0.00	\$57.65
	06/01/2016	\$37.95	\$7.30	\$13.15	\$0.00	\$58.40
	12/01/2016	\$38.95	\$7.30	\$13.15	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2015	\$35.75	\$9.80	\$16.48	\$0.00	\$62.03

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.88	\$9.80	\$1.63	\$0.00	\$29.31
2	60	\$21.45	\$9.80	\$1.63	\$0.00	\$32.88
3	70	\$25.03	\$9.80	\$11.59	\$0.00	\$46.42
4	75	\$26.81	\$9.80	\$11.59	\$0.00	\$48.20
5	80	\$28.60	\$9.80	\$13.22	\$0.00	\$51.62
6	80	\$28.60	\$9.80	\$13.22	\$0.00	\$51.62
7	90	\$32.18	\$9.80	\$14.85	\$0.00	\$56.83
8	90	\$32.18	\$9.80	\$14.85	\$0.00	\$56.83

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING <i>BRICKLAYERS LOCAL 3 (QUINCY)</i>	01/01/2015	\$44.90	\$10.90	\$18.71	\$1.30	\$75.81
	07/01/2015	\$45.82	\$10.90	\$18.71	\$1.30	\$76.73
	01/01/2016	\$46.44	\$10.90	\$18.71	\$1.30	\$77.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.28	\$7.85	\$0.00	\$0.00	\$32.13
2	55	\$26.71	\$7.85	\$3.66	\$0.00	\$38.22
3	60	\$29.14	\$7.85	\$3.99	\$0.00	\$40.98
4	65	\$31.56	\$7.85	\$4.32	\$0.00	\$43.73
5	70	\$33.99	\$7.85	\$14.11	\$0.00	\$55.95
6	75	\$36.42	\$7.85	\$14.44	\$0.00	\$58.71
7	80	\$38.85	\$7.85	\$14.77	\$0.00	\$61.47
8	90	\$43.70	\$7.85	\$15.44	\$0.00	\$66.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN LABORERS - ZONE 2	12/01/2014	\$34.75	\$7.30	\$12.95	\$0.00	\$55.00
	06/01/2015	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	12/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.75	\$7.30	\$12.95	\$0.00	\$56.00
	06/01/2015	\$36.50	\$7.30	\$12.95	\$0.00	\$56.75
	12/01/2015	\$37.25	\$7.30	\$12.95	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	06/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
	12/01/2015	\$37.00	\$7.30	\$12.95	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: CONCRETE CUTTER/SAWYER <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.75	\$7.30	\$12.95	\$0.00	\$56.00
	06/01/2015	\$36.50	\$7.30	\$12.95	\$0.00	\$56.75
	12/01/2015	\$37.25	\$7.30	\$12.95	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	06/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
	12/01/2015	\$37.00	\$7.30	\$12.95	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	12/01/2014	\$34.75	\$7.30	\$12.95	\$0.00	\$55.00
	06/01/2015	\$35.50	\$7.30	\$12.95	\$0.00	\$55.75
	12/01/2015	\$36.25	\$7.30	\$12.95	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$18.17	\$0.00	\$86.21
	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$18.17	\$0.00	\$69.57
	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$18.17	\$0.00	\$90.37
	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$18.17	\$0.00	\$115.33
	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
ELECTRICIAN <i>ELECTRICIANS LOCAL 223</i>	09/01/2014	\$37.31	\$8.00	\$11.03	\$0.00	\$56.34
	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - ELECTRICIAN - Local 223

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.92	\$0.00	\$0.45	\$0.00	\$15.37
2	42	\$15.67	\$0.00	\$0.47	\$0.00	\$16.14
3	45	\$16.79	\$8.00	\$0.50	\$0.00	\$25.29
4	48	\$17.91	\$8.00	\$3.30	\$0.00	\$29.21
5	50	\$18.66	\$8.00	\$3.41	\$0.00	\$30.07
6	55	\$20.52	\$8.00	\$3.68	\$0.00	\$32.20
7	60	\$22.39	\$8.00	\$3.94	\$0.00	\$34.33
8	65	\$24.25	\$8.00	\$4.22	\$0.00	\$36.47
9	70	\$26.12	\$8.00	\$4.48	\$0.00	\$38.60
10	75	\$27.98	\$8.00	\$4.76	\$0.00	\$40.74

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.32	\$0.00	\$0.46	\$0.00	\$15.78
2	42	\$16.09	\$0.00	\$0.48	\$0.00	\$16.57
3	45	\$17.24	\$8.40	\$0.52	\$0.00	\$26.16
4	48	\$18.39	\$8.40	\$3.36	\$0.00	\$30.15
5	50	\$19.16	\$8.40	\$3.47	\$0.00	\$31.03
6	55	\$21.07	\$8.40	\$3.75	\$0.00	\$33.22
7	60	\$22.99	\$8.40	\$4.03	\$0.00	\$35.42
8	65	\$24.90	\$8.40	\$4.31	\$0.00	\$37.61
9	70	\$26.82	\$8.40	\$5.28	\$0.00	\$40.50
10	75	\$28.73	\$8.40	\$4.86	\$0.00	\$41.99

Notes:

Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2012	\$52.45	\$8.78	\$6.96	\$0.00	\$68.19
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELEVATOR CONSTRUCTOR - Local 4						
Effective Date - 01/01/2012						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	\$0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	\$6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	\$6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	\$6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	\$6.96	\$0.00	\$57.70

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 4	01/01/2012	\$38.59	\$8.78	\$6.96	\$0.00	\$54.33
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2014	\$39.59	\$10.00	\$14.18	\$0.00	\$63.77
	05/01/2015	\$40.32	\$10.00	\$14.18	\$0.00	\$64.50
	11/01/2015	\$40.90	\$10.00	\$14.18	\$0.00	\$65.08
	05/01/2016	\$41.79	\$10.00	\$14.18	\$0.00	\$65.97
	11/01/2016	\$42.38	\$10.00	\$14.18	\$0.00	\$66.56
	05/01/2017	\$43.26	\$10.00	\$14.18	\$0.00	\$67.44
	11/01/2017	\$43.99	\$10.00	\$14.18	\$0.00	\$68.17
	05/01/2018	\$44.70	\$10.00	\$14.18	\$0.00	\$68.88
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2014	\$41.02	\$10.00	\$14.18	\$0.00	\$65.20
	05/01/2015	\$41.75	\$10.00	\$14.18	\$0.00	\$65.93
	11/01/2015	\$42.34	\$10.00	\$14.18	\$0.00	\$66.52
	05/01/2016	\$43.23	\$10.00	\$14.18	\$0.00	\$67.41
	11/01/2016	\$43.83	\$10.00	\$14.18	\$0.00	\$68.01
	05/01/2017	\$44.72	\$10.00	\$14.18	\$0.00	\$68.90
	11/01/2017	\$45.45	\$10.00	\$14.18	\$0.00	\$69.63
	05/01/2018	\$46.17	\$10.00	\$14.18	\$0.00	\$70.35
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2014	\$21.35	\$10.00	\$14.18	\$0.00	\$45.53
	05/01/2015	\$21.78	\$10.00	\$14.18	\$0.00	\$45.96
	11/01/2015	\$22.12	\$10.00	\$14.18	\$0.00	\$46.30
	05/01/2016	\$22.64	\$10.00	\$14.18	\$0.00	\$46.82
	11/01/2016	\$22.99	\$10.00	\$14.18	\$0.00	\$47.17
	05/01/2017	\$23.52	\$10.00	\$14.18	\$0.00	\$47.70
	11/01/2017	\$23.94	\$10.00	\$14.18	\$0.00	\$48.12
	05/01/2018	\$24.37	\$10.00	\$14.18	\$0.00	\$48.55
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2014	\$37.31	\$8.00	\$11.03	\$0.00	\$56.34
	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 223</i>	09/01/2014	\$31.71	\$8.00	\$9.38	\$0.00	\$49.09
	09/01/2015	\$32.56	\$8.40	\$9.59	\$0.00	\$50.55
	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$35.33	\$10.00	\$14.30	\$0.00	\$59.63
	06/01/2015	\$35.95	\$10.00	\$14.30	\$0.00	\$60.25
	12/01/2015	\$37.00	\$10.00	\$14.30	\$0.00	\$61.30
	06/01/2016	\$37.62	\$10.00	\$14.30	\$0.00	\$61.92
	12/01/2016	\$38.66	\$10.00	\$14.30	\$0.00	\$62.96
	06/01/2017	\$39.50	\$10.00	\$14.30	\$0.00	\$63.80
	12/01/2017	\$40.33	\$10.00	\$14.30	\$0.00	\$64.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2014	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	06/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2015	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	06/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
	12/01/2016	\$20.50	\$7.30	\$12.30	\$0.00	\$40.10
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2014	\$40.40	\$9.80	\$17.21	\$0.00	\$67.41

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.20	\$9.80	\$1.79	\$0.00	\$31.79
2	55	\$22.22	\$9.80	\$1.79	\$0.00	\$33.81
3	60	\$24.24	\$9.80	\$11.84	\$0.00	\$45.88
4	65	\$26.26	\$9.80	\$11.84	\$0.00	\$47.90
5	70	\$28.28	\$9.80	\$13.63	\$0.00	\$51.71
6	75	\$30.30	\$9.80	\$13.63	\$0.00	\$53.73
7	80	\$32.32	\$9.80	\$15.42	\$0.00	\$57.54
8	85	\$34.34	\$9.80	\$15.42	\$0.00	\$59.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) GLAZIERS LOCAL 35 (ZONE 2)	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.03	\$7.85	\$0.00	\$0.00	\$26.88
2	55	\$20.93	\$7.85	\$3.66	\$0.00	\$32.44
3	60	\$22.84	\$7.85	\$3.99	\$0.00	\$34.68
4	65	\$24.74	\$7.85	\$4.32	\$0.00	\$36.91
5	70	\$26.64	\$7.85	\$14.11	\$0.00	\$48.60
6	75	\$28.55	\$7.85	\$14.44	\$0.00	\$50.84
7	80	\$30.45	\$7.85	\$14.77	\$0.00	\$53.07
8	90	\$34.25	\$7.85	\$15.44	\$0.00	\$57.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.31	\$10.00	\$0.00	\$0.00	\$33.31
2	60	\$25.43	\$10.00	\$14.30	\$0.00	\$49.73
3	65	\$27.55	\$10.00	\$14.30	\$0.00	\$51.85
4	70	\$29.67	\$10.00	\$14.30	\$0.00	\$53.97
5	75	\$31.79	\$10.00	\$14.30	\$0.00	\$56.09
6	80	\$33.91	\$10.00	\$14.30	\$0.00	\$58.21
7	85	\$36.03	\$10.00	\$14.30	\$0.00	\$60.33
8	90	\$38.15	\$10.00	\$14.30	\$0.00	\$62.45

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$23.73	\$10.00	\$0.00	\$0.00	\$33.73
2	60	\$25.88	\$10.00	\$14.30	\$0.00	\$50.18
3	65	\$28.04	\$10.00	\$14.30	\$0.00	\$52.34
4	70	\$30.20	\$10.00	\$14.30	\$0.00	\$54.50
5	75	\$32.36	\$10.00	\$14.30	\$0.00	\$56.66
6	80	\$34.51	\$10.00	\$14.30	\$0.00	\$58.81
7	85	\$36.67	\$10.00	\$14.30	\$0.00	\$60.97
8	90	\$38.83	\$10.00	\$14.30	\$0.00	\$63.13

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	02/01/2015	\$43.28	\$10.20	\$20.54	\$2.22	\$76.24
<i>SHEETMETAL WORKERS LOCAL 17 - A</i>	08/01/2015	\$44.28	\$10.20	\$20.54	\$2.22	\$77.24
	02/01/2016	\$45.28	\$10.20	\$20.54	\$2.22	\$78.24
	08/01/2016	\$46.43	\$10.20	\$20.54	\$2.22	\$79.39
	02/01/2017	\$47.53	\$10.20	\$20.54	\$2.22	\$80.49
	08/01/2017	\$48.63	\$10.20	\$20.54	\$2.22	\$81.59
	02/01/2018	\$49.78	\$10.20	\$20.54	\$2.22	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS)	09/01/2014	\$37.31	\$8.00	\$11.03	\$0.00	\$56.34
<i>ELECTRICIANS LOCAL 223</i>	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2015	\$43.28	\$10.20	\$20.54	\$2.22	\$76.24
	08/01/2015	\$44.28	\$10.20	\$20.54	\$2.22	\$77.24
	02/01/2016	\$45.28	\$10.20	\$20.54	\$2.22	\$78.24
	08/01/2016	\$46.43	\$10.20	\$20.54	\$2.22	\$79.39
	02/01/2017	\$47.53	\$10.20	\$20.54	\$2.22	\$80.49
	08/01/2017	\$48.63	\$10.20	\$20.54	\$2.22	\$81.59
	02/01/2018	\$49.78	\$10.20	\$20.54	\$2.22	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2014	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	06/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	12/01/2015	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	06/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
	12/01/2016	\$33.65	\$7.30	\$12.30	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2014	\$43.31	\$11.25	\$12.60	\$0.00	\$67.16

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

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.66	\$11.25	\$9.35	\$0.00	\$42.26
2	60	\$25.99	\$11.25	\$10.00	\$0.00	\$47.24
3	70	\$30.32	\$11.25	\$10.65	\$0.00	\$52.22
4	80	\$34.65	\$11.25	\$11.30	\$0.00	\$57.20

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (BOSTON AREA)</i>	03/16/2014	\$41.19	\$7.70	\$19.25	\$0.00	\$68.14
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Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$24.71	\$7.70	\$19.25	\$0.00	\$51.66
2	70	\$28.83	\$7.70	\$19.25	\$0.00	\$55.78
3	75	\$30.89	\$7.70	\$19.25	\$0.00	\$57.84
4	80	\$32.95	\$7.70	\$19.25	\$0.00	\$59.90
5	85	\$35.01	\$7.70	\$19.25	\$0.00	\$61.96
6	90	\$37.07	\$7.70	\$19.25	\$0.00	\$64.02

Notes:

**** Structural 1:6; Ornamental 1:4**

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.39	\$7.30	\$12.30	\$0.00	\$37.99
2	70	\$21.46	\$7.30	\$12.30	\$0.00	\$41.06
3	80	\$24.52	\$7.30	\$12.30	\$0.00	\$44.12
4	90	\$27.59	\$7.30	\$12.30	\$0.00	\$47.19

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.69	\$7.30	\$12.30	\$0.00	\$38.29
2	70	\$21.81	\$7.30	\$12.30	\$0.00	\$41.41
3	80	\$24.92	\$7.30	\$12.30	\$0.00	\$44.52
4	90	\$28.04	\$7.30	\$12.30	\$0.00	\$47.64

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.85	\$7.30	\$12.25	\$0.00	\$50.40
	06/01/2015	\$31.35	\$7.30	\$12.25	\$0.00	\$50.90
	12/01/2015	\$31.85	\$7.30	\$12.25	\$0.00	\$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2015	\$37.37	\$10.18	\$17.18	\$0.00	\$64.73
	08/01/2015	\$38.08	\$10.18	\$17.25	\$0.00	\$65.51
	02/01/2016	\$38.53	\$10.18	\$17.25	\$0.00	\$65.96
	08/01/2016	\$39.23	\$10.18	\$17.33	\$0.00	\$66.74
	02/01/2017	\$39.69	\$10.18	\$17.33	\$0.00	\$67.20

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.69	\$10.18	\$17.18	\$0.00	\$46.05
2	60	\$22.42	\$10.18	\$17.18	\$0.00	\$49.78
3	70	\$26.16	\$10.18	\$17.18	\$0.00	\$53.52
4	80	\$29.90	\$10.18	\$17.18	\$0.00	\$57.26
5	90	\$33.63	\$10.18	\$17.18	\$0.00	\$60.99

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.04	\$10.18	\$17.25	\$0.00	\$46.47
2	60	\$22.85	\$10.18	\$17.25	\$0.00	\$50.28
3	70	\$26.66	\$10.18	\$17.25	\$0.00	\$54.09
4	80	\$30.46	\$10.18	\$17.25	\$0.00	\$57.89
5	90	\$34.27	\$10.18	\$17.25	\$0.00	\$61.70

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2015	\$49.00	\$10.18	\$18.50	\$0.00	\$77.68
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2015	\$49.90	\$10.18	\$18.57	\$0.00	\$78.65
	02/01/2016	\$50.47	\$10.18	\$18.57	\$0.00	\$79.22
	08/01/2016	\$51.37	\$10.18	\$18.65	\$0.00	\$80.20
	02/01/2017	\$51.94	\$10.18	\$18.65	\$0.00	\$80.77

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.50	\$10.18	\$18.50	\$0.00	\$53.18
2	60	\$29.40	\$10.18	\$18.50	\$0.00	\$58.08
3	70	\$34.30	\$10.18	\$18.50	\$0.00	\$62.98
4	80	\$39.20	\$10.18	\$18.50	\$0.00	\$67.88
5	90	\$44.10	\$10.18	\$18.50	\$0.00	\$72.78

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$10.18	\$18.57	\$0.00	\$53.70
2	60	\$29.94	\$10.18	\$18.57	\$0.00	\$58.69
3	70	\$34.93	\$10.18	\$18.57	\$0.00	\$63.68
4	80	\$39.92	\$10.18	\$18.57	\$0.00	\$68.67
5	90	\$44.91	\$10.18	\$18.57	\$0.00	\$73.66

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2) MILLWRIGHT'S LOCAL 1121 - Zone 2	10/01/2014	\$33.92	\$9.80	\$16.21	\$0.00	\$59.93
	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 10/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$18.66	\$9.80	\$4.48	\$0.00	\$32.94
2	65	\$22.05	\$9.80	\$13.36	\$0.00	\$45.21
3	75	\$25.44	\$9.80	\$14.18	\$0.00	\$49.42
4	85	\$28.83	\$9.80	\$14.99	\$0.00	\$53.62

Effective Date - 04/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.08	\$9.80	\$4.48	\$0.00	\$33.36
2	65	\$22.55	\$9.80	\$13.36	\$0.00	\$45.71
3	75	\$26.02	\$9.80	\$14.18	\$0.00	\$50.00
4	85	\$29.49	\$9.80	\$14.99	\$0.00	\$54.28

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
<i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2014	\$21.90	\$10.00	\$14.30	\$0.00	\$46.20
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$22.28	\$10.00	\$14.30	\$0.00	\$46.58
	12/01/2015	\$22.93	\$10.00	\$14.30	\$0.00	\$47.23
	06/01/2016	\$23.32	\$10.00	\$14.30	\$0.00	\$47.62
	12/01/2016	\$23.97	\$10.00	\$14.30	\$0.00	\$48.27
	06/01/2017	\$24.48	\$10.00	\$14.30	\$0.00	\$48.78
	12/01/2017	\$25.00	\$10.00	\$14.30	\$0.00	\$49.30

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2014	\$25.54	\$10.00	\$14.30	\$0.00	\$49.84
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$25.99	\$10.00	\$14.30	\$0.00	\$50.29
	12/01/2015	\$26.74	\$10.00	\$14.30	\$0.00	\$51.04
	06/01/2016	\$27.20	\$10.00	\$14.30	\$0.00	\$51.50
	12/01/2016	\$27.95	\$10.00	\$14.30	\$0.00	\$52.25
	06/01/2017	\$28.55	\$10.00	\$14.30	\$0.00	\$52.85
	12/01/2017	\$29.16	\$10.00	\$14.30	\$0.00	\$53.46

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 - ZONE 2	01/01/2015	\$47.66	\$7.85	\$16.10	\$0.00	\$71.61
	07/01/2015	\$48.56	\$7.85	\$16.10	\$0.00	\$72.51
	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.83	\$7.85	\$0.00	\$0.00	\$31.68
2	55	\$26.21	\$7.85	\$3.66	\$0.00	\$37.72
3	60	\$28.60	\$7.85	\$3.99	\$0.00	\$40.44
4	65	\$30.98	\$7.85	\$4.32	\$0.00	\$43.15
5	70	\$33.36	\$7.85	\$14.11	\$0.00	\$55.32
6	75	\$35.75	\$7.85	\$14.44	\$0.00	\$58.04
7	80	\$38.13	\$7.85	\$14.77	\$0.00	\$60.75
8	90	\$42.89	\$7.85	\$15.44	\$0.00	\$66.18

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.28	\$7.85	\$0.00	\$0.00	\$32.13
2	55	\$26.71	\$7.85	\$3.66	\$0.00	\$38.22
3	60	\$29.14	\$7.85	\$3.99	\$0.00	\$40.98
4	65	\$31.56	\$7.85	\$4.32	\$0.00	\$43.73
5	70	\$33.99	\$7.85	\$14.11	\$0.00	\$55.95
6	75	\$36.42	\$7.85	\$14.44	\$0.00	\$58.71
7	80	\$38.85	\$7.85	\$14.77	\$0.00	\$61.47
8	90	\$43.70	\$7.85	\$15.44	\$0.00	\$66.99

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) *	01/01/2015	\$38.56	\$7.85	\$16.10	\$0.00	\$62.51
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$39.46	\$7.85	\$16.10	\$0.00	\$63.41
	01/01/2016	\$40.41	\$7.85	\$16.10	\$0.00	\$64.36
	07/01/2016	\$41.36	\$7.85	\$16.10	\$0.00	\$65.31
	01/01/2017	\$42.31	\$7.85	\$16.10	\$0.00	\$66.26

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.28	\$7.85	\$0.00	\$0.00	\$27.13
2	55	\$21.21	\$7.85	\$3.66	\$0.00	\$32.72
3	60	\$23.14	\$7.85	\$3.99	\$0.00	\$34.98
4	65	\$25.06	\$7.85	\$4.32	\$0.00	\$37.23
5	70	\$26.99	\$7.85	\$14.11	\$0.00	\$48.95
6	75	\$28.92	\$7.85	\$14.44	\$0.00	\$51.21
7	80	\$30.85	\$7.85	\$14.77	\$0.00	\$53.47
8	90	\$34.70	\$7.85	\$15.44	\$0.00	\$57.99

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.73	\$7.85	\$0.00	\$0.00	\$27.58
2	55	\$21.70	\$7.85	\$3.66	\$0.00	\$33.21
3	60	\$23.68	\$7.85	\$3.99	\$0.00	\$35.52
4	65	\$25.65	\$7.85	\$4.32	\$0.00	\$37.82
5	70	\$27.62	\$7.85	\$14.11	\$0.00	\$49.58
6	75	\$29.60	\$7.85	\$14.44	\$0.00	\$51.89
7	80	\$31.57	\$7.85	\$14.77	\$0.00	\$54.19
8	90	\$35.51	\$7.85	\$15.44	\$0.00	\$58.80

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2015	\$36.62	\$7.85	\$16.10	\$0.00	\$60.57
<i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2015	\$37.52	\$7.85	\$16.10	\$0.00	\$61.47
	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.31	\$7.85	\$0.00	\$0.00	\$26.16
2	55	\$20.14	\$7.85	\$3.66	\$0.00	\$31.65
3	60	\$21.97	\$7.85	\$3.99	\$0.00	\$33.81
4	65	\$23.80	\$7.85	\$4.32	\$0.00	\$35.97
5	70	\$25.63	\$7.85	\$14.11	\$0.00	\$47.59
6	75	\$27.47	\$7.85	\$14.44	\$0.00	\$49.76
7	80	\$29.30	\$7.85	\$14.77	\$0.00	\$51.92
8	90	\$32.96	\$7.85	\$15.44	\$0.00	\$56.25

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.76	\$7.85	\$0.00	\$0.00	\$26.61
2	55	\$20.64	\$7.85	\$3.66	\$0.00	\$32.15
3	60	\$22.51	\$7.85	\$3.99	\$0.00	\$34.35
4	65	\$24.39	\$7.85	\$4.32	\$0.00	\$36.56
5	70	\$26.26	\$7.85	\$14.11	\$0.00	\$48.22
6	75	\$28.14	\$7.85	\$14.44	\$0.00	\$50.43
7	80	\$30.02	\$7.85	\$14.77	\$0.00	\$52.64
8	90	\$33.77	\$7.85	\$15.44	\$0.00	\$57.06

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2014	\$30.65	\$7.30	\$12.30	\$0.00	\$50.25
LABORERS - ZONE 2	06/01/2015	\$31.15	\$7.30	\$12.30	\$0.00	\$50.75
	12/01/2015	\$31.65	\$7.30	\$12.30	\$0.00	\$51.25
	06/01/2016	\$32.15	\$7.30	\$12.30	\$0.00	\$51.75
	12/01/2016	\$32.90	\$7.30	\$12.30	\$0.00	\$52.50
For Apprentice rates see "Apprentice-LABORER"						
PAINTER / TAPER (BRUSH, NEW) *	01/01/2015	\$37.16	\$7.85	\$16.10	\$0.00	\$61.11
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$38.06	\$7.85	\$16.10	\$0.00	\$62.01
	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.58	\$7.85	\$0.00	\$0.00	\$26.43
2	55	\$20.44	\$7.85	\$3.66	\$0.00	\$31.95
3	60	\$22.30	\$7.85	\$3.99	\$0.00	\$34.14
4	65	\$24.15	\$7.85	\$4.32	\$0.00	\$36.32
5	70	\$26.01	\$7.85	\$14.11	\$0.00	\$47.97
6	75	\$27.87	\$7.85	\$14.44	\$0.00	\$50.16
7	80	\$29.73	\$7.85	\$14.77	\$0.00	\$52.35
8	90	\$33.44	\$7.85	\$15.44	\$0.00	\$56.73

Effective Date - 07/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.03	\$7.85	\$0.00	\$0.00	\$26.88
2	55	\$20.93	\$7.85	\$3.66	\$0.00	\$32.44
3	60	\$22.84	\$7.85	\$3.99	\$0.00	\$34.68
4	65	\$24.74	\$7.85	\$4.32	\$0.00	\$36.91
5	70	\$26.64	\$7.85	\$14.11	\$0.00	\$48.60
6	75	\$28.55	\$7.85	\$14.44	\$0.00	\$50.84
7	80	\$30.45	\$7.85	\$14.77	\$0.00	\$53.07
8	90	\$34.25	\$7.85	\$15.44	\$0.00	\$57.54

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2015	\$35.22	\$7.85	\$16.10	\$0.00	\$59.17
PAINTERS LOCAL 35 - ZONE 2	07/01/2015	\$36.12	\$7.85	\$16.10	\$0.00	\$60.07
	01/01/2016	\$37.07	\$7.85	\$16.10	\$0.00	\$61.02
	07/01/2016	\$38.02	\$7.85	\$16.10	\$0.00	\$61.97
	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$18.17	\$0.00	\$48.77
2	60	\$24.96	\$9.80	\$18.17	\$0.00	\$52.93
3	70	\$29.12	\$9.80	\$18.17	\$0.00	\$57.09
4	75	\$31.20	\$9.80	\$18.17	\$0.00	\$59.17
5	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
6	80	\$33.28	\$9.80	\$18.17	\$0.00	\$61.25
7	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41
8	90	\$37.44	\$9.80	\$18.17	\$0.00	\$65.41

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.55	\$9.80	\$18.17	\$0.00	\$49.52
2	60	\$25.86	\$9.80	\$18.17	\$0.00	\$53.83
3	70	\$30.17	\$9.80	\$18.17	\$0.00	\$58.14
4	75	\$32.33	\$9.80	\$18.17	\$0.00	\$60.30
5	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
6	80	\$34.48	\$9.80	\$18.17	\$0.00	\$62.45
7	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76
8	90	\$38.79	\$9.80	\$18.17	\$0.00	\$66.76

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPELAYER	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
LABORERS - ZONE 2	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice-LABORER"						
PLUMBER & PIPEFITTER	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
	12/01/2017	\$48.39	\$10.00	\$14.30	\$0.00	\$72.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$29.40	\$10.00	\$14.30	\$0.00	\$53.70
	06/01/2015	\$29.92	\$10.00	\$14.30	\$0.00	\$54.22
	12/01/2015	\$30.79	\$10.00	\$14.30	\$0.00	\$55.09
	06/01/2016	\$31.31	\$10.00	\$14.30	\$0.00	\$55.61
	12/01/2016	\$32.18	\$10.00	\$14.30	\$0.00	\$56.48
	06/01/2017	\$32.87	\$10.00	\$14.30	\$0.00	\$57.17
	12/01/2017	\$33.56	\$10.00	\$14.30	\$0.00	\$57.86
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 653</i>	08/01/2008	\$19.76	\$7.16	\$4.21	\$0.00	\$31.13
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER ** ** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i> As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	\$0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	\$6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	\$6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	\$6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	\$6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	\$6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	\$6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	\$6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
<i>LABORERS - ZONE 2</i>	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc. Roofer Waterproofing & Roofer Damproofing)	02/01/2015	\$40.11	\$10.50	\$11.60	\$0.00	\$62.21
<i>ROOFERS LOCAL 33</i>	08/01/2015	\$41.01	\$10.50	\$11.60	\$0.00	\$63.11
	02/01/2016	\$41.91	\$10.50	\$11.60	\$0.00	\$64.01

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33
Effective Date - 02/01/2015

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for steps 1-5 with percentages 50, 60, 65, 75, 85.

Effective Date - 08/01/2015

Table with 7 columns: Step, percent, Apprentice Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for steps 1-5 with percentages 50, 60, 65, 75, 85.

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

Main wage table with 7 columns: Classification, Effective Date, Base Wage, Health, Pension, Supplemental Unemployment, Total Rate. Rows for ROOFER SLATE / TILE / PRECAST CONCRETE and SHEETMETAL WORKER.

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.88	\$9.91	\$9.33	\$0.00	\$51.12
	06/01/2015	\$32.23	\$9.91	\$9.33	\$0.00	\$51.47
	08/01/2015	\$32.23	\$10.41	\$9.33	\$0.00	\$51.97
	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2015	\$54.43	\$8.42	\$14.90	\$0.00	\$77.75
	10/01/2015	\$55.58	\$8.42	\$14.90	\$0.00	\$78.90
	01/01/2016	\$55.58	\$8.67	\$15.05	\$0.00	\$79.30
	03/01/2016	\$56.58	\$8.67	\$15.05	\$0.00	\$80.30
	10/01/2016	\$57.73	\$8.67	\$15.05	\$0.00	\$81.45
	03/01/2017	\$58.73	\$8.67	\$15.05	\$0.00	\$82.45

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.05	\$8.42	\$8.40	\$0.00	\$35.87
2	40	\$21.77	\$8.42	\$8.40	\$0.00	\$38.59
3	45	\$24.49	\$8.42	\$8.40	\$0.00	\$41.31
4	50	\$27.22	\$8.42	\$8.40	\$0.00	\$44.04
5	55	\$29.94	\$8.42	\$8.40	\$0.00	\$46.76
6	60	\$32.66	\$8.42	\$8.40	\$0.00	\$49.48
7	65	\$35.38	\$8.42	\$8.40	\$0.00	\$52.20
8	70	\$38.10	\$8.42	\$8.40	\$0.00	\$54.92
9	75	\$40.82	\$8.42	\$8.40	\$0.00	\$57.64
10	80	\$43.54	\$8.42	\$8.40	\$0.00	\$60.36

Effective Date - 10/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.45	\$8.42	\$8.40	\$0.00	\$36.27
2	40	\$22.23	\$8.42	\$8.40	\$0.00	\$39.05
3	45	\$25.01	\$8.42	\$8.40	\$0.00	\$41.83
4	50	\$27.79	\$8.42	\$8.40	\$0.00	\$44.61
5	55	\$30.57	\$8.42	\$8.40	\$0.00	\$47.39
6	60	\$33.35	\$8.42	\$8.40	\$0.00	\$50.17
7	65	\$36.13	\$8.42	\$8.40	\$0.00	\$52.95
8	70	\$38.91	\$8.42	\$8.40	\$0.00	\$55.73
9	75	\$41.69	\$8.42	\$8.40	\$0.00	\$58.51
10	80	\$44.46	\$8.42	\$8.40	\$0.00	\$61.28

Notes: Apprentice entered prior 9/30/10:
40/45/50/55/60/65/70/75/80/85
Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 223	09/01/2014	\$31.71	\$8.00	\$9.38	\$0.00	\$49.09
	09/01/2015	\$32.56	\$8.40	\$9.59	\$0.00	\$50.55
	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2014

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
I	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages

Steps are 750hrs

Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages

Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2015	\$47.90	\$10.18	\$18.50	\$0.00	\$76.58
	08/01/2015	\$48.80	\$10.18	\$18.57	\$0.00	\$77.55
	02/01/2016	\$49.37	\$10.18	\$18.57	\$0.00	\$78.12
	08/01/2016	\$50.27	\$10.18	\$18.65	\$0.00	\$79.10
	02/01/2017	\$50.84	\$10.18	\$18.65	\$0.00	\$79.67

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.95	\$10.18	\$18.50	\$0.00	\$52.63
2	60	\$28.74	\$10.18	\$18.50	\$0.00	\$57.42
3	70	\$33.53	\$10.18	\$18.50	\$0.00	\$62.21
4	80	\$38.32	\$10.18	\$18.50	\$0.00	\$67.00
5	90	\$43.11	\$10.18	\$18.50	\$0.00	\$71.79

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.40	\$10.18	\$18.57	\$0.00	\$53.15
2	60	\$29.28	\$10.18	\$18.57	\$0.00	\$58.03
3	70	\$34.16	\$10.18	\$18.57	\$0.00	\$62.91
4	80	\$39.04	\$10.18	\$18.57	\$0.00	\$67.79
5	90	\$43.92	\$10.18	\$18.57	\$0.00	\$72.67

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$35.95	\$7.30	\$13.15	\$0.00	\$56.40
	06/01/2015	\$36.70	\$7.30	\$13.15	\$0.00	\$57.15
	12/01/2015	\$37.45	\$7.30	\$13.15	\$0.00	\$57.90
	06/01/2016	\$38.20	\$7.30	\$13.15	\$0.00	\$58.65
	12/01/2016	\$39.20	\$7.30	\$13.15	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$34.67	\$7.30	\$13.15	\$0.00	\$55.12
	06/01/2015	\$35.42	\$7.30	\$13.15	\$0.00	\$55.87
	12/01/2015	\$36.17	\$7.30	\$13.15	\$0.00	\$56.62
	06/01/2016	\$36.92	\$7.30	\$13.15	\$0.00	\$57.37
	12/01/2016	\$37.92	\$7.30	\$13.15	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2014	\$34.55	\$7.30	\$13.15	\$0.00	\$55.00
	06/01/2015	\$35.30	\$7.30	\$13.15	\$0.00	\$55.75
	12/01/2015	\$36.05	\$7.30	\$13.15	\$0.00	\$56.50
	06/01/2016	\$36.80	\$7.30	\$13.15	\$0.00	\$57.25
	12/01/2016	\$37.80	\$7.30	\$13.15	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$14.30	\$0.00	\$66.29
	06/01/2015	\$42.73	\$10.00	\$14.30	\$0.00	\$67.03
	12/01/2015	\$43.97	\$10.00	\$14.30	\$0.00	\$68.27
	06/01/2016	\$44.72	\$10.00	\$14.30	\$0.00	\$69.02
	12/01/2016	\$45.95	\$10.00	\$14.30	\$0.00	\$70.25
	06/01/2017	\$46.94	\$10.00	\$14.30	\$0.00	\$71.24
	12/01/2017	\$47.93	\$10.00	\$14.30	\$0.00	\$72.23
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$32.17	\$9.91	\$9.33	\$0.00	\$51.41
	06/01/2015	\$32.52	\$9.91	\$9.33	\$0.00	\$51.76
	08/01/2015	\$32.52	\$10.41	\$9.33	\$0.00	\$52.26
	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2014	\$46.83	\$7.30	\$13.55	\$0.00	\$67.68
	06/01/2015	\$47.58	\$7.30	\$13.55	\$0.00	\$68.43
	12/01/2015	\$48.33	\$7.30	\$13.55	\$0.00	\$69.18
	06/01/2016	\$49.08	\$7.30	\$13.55	\$0.00	\$69.93
	12/01/2016	\$50.08	\$7.30	\$13.55	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2014	\$48.83	\$7.30	\$13.55	\$0.00	\$69.68
	06/01/2015	\$49.58	\$7.30	\$13.55	\$0.00	\$70.43
	12/01/2015	\$50.33	\$7.30	\$13.55	\$0.00	\$71.18
	06/01/2016	\$51.08	\$7.30	\$13.55	\$0.00	\$71.93
	12/01/2016	\$52.08	\$7.30	\$13.55	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2014	\$38.90	\$7.30	\$13.55	\$0.00	\$59.75
	06/01/2015	\$39.65	\$7.30	\$13.55	\$0.00	\$60.50
	12/01/2015	\$40.40	\$7.30	\$13.55	\$0.00	\$61.25
	06/01/2016	\$41.15	\$7.30	\$13.55	\$0.00	\$62.00
	12/01/2016	\$42.15	\$7.30	\$13.55	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2014	\$40.90	\$7.30	\$13.55	\$0.00	\$61.75
	06/01/2015	\$41.65	\$7.30	\$13.55	\$0.00	\$62.50
	12/01/2015	\$42.40	\$7.30	\$13.55	\$0.00	\$63.25
	06/01/2016	\$43.15	\$7.30	\$13.55	\$0.00	\$64.00
	12/01/2016	\$44.15	\$7.30	\$13.55	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.59	\$9.91	\$9.33	\$0.00	\$50.83
	06/01/2015	\$31.94	\$9.91	\$9.33	\$0.00	\$51.18
	08/01/2015	\$31.94	\$10.41	\$9.33	\$0.00	\$51.68
	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2014	\$30.90	\$7.30	\$12.30	\$0.00	\$50.50
	06/01/2015	\$31.40	\$7.30	\$12.30	\$0.00	\$51.00
	12/01/2015	\$31.90	\$7.30	\$12.30	\$0.00	\$51.50
	06/01/2016	\$32.40	\$7.30	\$12.30	\$0.00	\$52.00
	12/01/2016	\$33.15	\$7.30	\$12.30	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$14.30	\$0.00	\$66.69
	06/01/2015	\$43.14	\$10.00	\$14.30	\$0.00	\$67.44
	12/01/2015	\$44.39	\$10.00	\$14.30	\$0.00	\$68.69
	06/01/2016	\$45.14	\$10.00	\$14.30	\$0.00	\$69.44
	12/01/2016	\$46.39	\$10.00	\$14.30	\$0.00	\$70.69
	06/01/2017	\$47.39	\$10.00	\$14.30	\$0.00	\$71.69
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	03/01/2015	\$36.63	\$11.00	\$15.35	\$0.00	\$62.98
	09/01/2015	\$37.38	\$11.00	\$15.35	\$0.00	\$63.73
	03/01/2016	\$38.13	\$11.00	\$15.35	\$0.00	\$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Additional Apprenticeship 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.

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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., Friday, March 27, 2015.

Postmarks will not be considered. All bids will be publicly opened and read at the above address, date and time. Prices are to include any delivery charges unless otherwise specified. All offers are subject to Specifications. This bid may be extended for up to an additional thirty (30) calendar days (beyond the period set forth below) 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 bonds, 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 therefor, the lump sum applicable to the project as offered below.

The 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, in addition to any other rights and remedies available to the Awarding Authority, 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 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.

It has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support in accordance with MGL Chapter 62C, Section 49A.

It 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.

All structural works should be priced installed with appropriate finishing works. Shop drawings may be required for any additional design work.

The Bidder understands and agrees that the estimated quantities for unit price pay items are not guaranteed, are approximate only, and are included solely for the purpose of comparison of bids, and that it shall be paid no more than its unit prices for all unit price work,

even if such work greatly exceeds the estimated quantities. The Bidder also understands and agrees that the Owner does not expressly or by implication guaranty or warrant the nature and extent of the materials or conditions that may be encountered below the surface of the ground.

PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE PARTICULAR ITEM AS SPECIFIED AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

Crack Sealing (PCRM & 8% Fibers)

Roadways to be worked on under this contract (if funds allow):

Street Name	Status (Public / Unaccepted)	Length	Width	Square Yards	RSR	Lump Sum
ABINGTON AVENUE	Public	760	22	1,857	81	\$
ALDRIN ROAD	Public	2,755	40	12,243	82	\$
ALVIN ROAD	Public	546	36	2,182	90	\$
ARLINGTON ROAD	Public	1,428	20	3,173	87	\$
BAY VIEW AVENUE	Public	1,007	26	2,909	82	\$
BEAVER DAM ROAD	Public	16,641	26	48,074	81	\$
BIRCHWOOD AVENUE	Public	151	24	402	84	\$
BRADFORD STREET	Public	709	24	1,892	84	\$
BRALEY ROAD	Public	1,197	16	2,129	84	\$
BROOK ROAD	Public	4,408	16	7,619	88	\$
BUCKSKIN PATH	Public	2,235	26	6,456	89	\$
BUNKER HILL ROAD	Public	628	24	1,676	86	\$
BUTTONWOOD LANE	Public	1,282	17	2,422	87	\$

CANDLEWOOD DRIVE	Public	149	24	397	86	\$
CAPE VIEW DRIVE	Public	904	18	1808	89	\$
CASTLE COURT	Public	870	26	2,513	82	\$
CAYUGA CIRCLE	Public	1,115	26	3,220	86	\$
CENTENNIAL STREET	Public	1,085	28	3,376	81	\$
CHESTNUT STREET	Public	626	30	2,086	81	\$
CHRISTOPHER ROAD	Public	655	26	1,892	87	\$
CLIFFORD ROAD	Public	6,813	19	14,041	85	\$
COLES LANE	Public	1,793	12	2,391	82	\$
COLLEGE POND ROAD	Public	4,990	18	9,981	86	\$
COLUMBIA CIRCLE	Public	3,779	25	10,497	89	\$
COLUMBUS ROAD	Public	737	20	1,638	83	\$
COMMERCE WAY (Rte 44 to Cherry)	Public	1,052	33	5,843	81	\$
CORDAGE STREET	Public	373	29	1,203	83	\$
COTTON STREET	Public	336	32	1,195	85	\$
DRIFTWOOD LANE	Public	1,116	20	2,479	88	\$
DUBOIS WAY	Public	468	26	1,351	89	\$
EDES STREET	Public	511	24	1,364	84	\$
EEL RIVER CIRCLE	Public	1,468	22	3,588	83	\$
EMPIRE ROAD	Public	298	19	628	90	\$
EVELYN ROAD	Public	1,195	24	3,187	85	\$
FAIR OAKS ROAD	Public	467	22	1,142	83	\$

FEDERAL FURNACE ROAD	Public	23,025	26	66,517	90	\$
FLINT LOCKE DRIVE	Public	1,901	26	5,492	81	\$
FOREST AVENUE	Public	846	26	2,443	88	\$
GRENOVIN LANE	Public	586	24	1,561	85	\$
GULL LANE	Public	913	22	2,232	82	\$
HEDGES POND ROAD	Public	8,540	24	22,772	84	\$
HOWLAND STREET	Public	794	20	1,764	83	\$
LAKE SHORE AVENUE	Public	667	22	1,630	86	\$
LEYDEN STREET	Public	621	24	1,655	90	\$
MARGERIE STREET	Public	876	24	2,336	83	\$
MARSCOT WAY	Public	1,196	27	3,589	85	\$
MCAULIFFE WAY	Public	647	32	2,299	88	\$
NOOK ROAD	Public	3,256	20	7,236	82	\$
NORTH HILL ROAD	Public	683	23	1,746	88	\$
NORTH WIND DRIVE	Public	624	20	1,387	85	\$
OAK STREET	Public	2,104	30	7,014	85	\$
OLD MILL LANE	Public	1,045	26	3,018	82	\$
OLMSTED TERRACE	Public	1,595	34	6,027	81	\$
OVERLOOK ROAD	Public	531	26	1,533	86	\$
OVERLOOK TERRACE	Public	413	20	917	90	\$
PADDINGTON WAY	Public	839	26	2,423	81	\$
PALMER ROAD	Public	2,220	20	4,933	86	\$

PARKER DRIVE	Public	916	23	2,341	84	\$
PASSAGE WAY	Public	306	24	816	86	\$
PEQUOT TERRACE	Public	1,068	26	3,086	85	\$
PHEASANT AVENUE	Public	1,521	22	3,717	85	\$
PINEWOOD ROAD	Public	1,122	20	2,494	82	\$
PRISCILLA BEACH ROAD	Public	1,252	30	4,173	84	\$
QUAIL RUN	Public	2,936	26	8,481	84	\$
QUAKER ROAD	Public	831	22	2,031	87	\$
REED AVENUE	Public	1,990	18	3,849	82	\$
ROBBINS HILL ROAD	Public	449	30	1,497	85	\$
ROBINSON STREET	Public	572	16	1,017	83	\$
ROYAL STREET	Public	1,737	20	3,860	85	\$
RUSSELL MILLS ROAD	Public	3,846	22	9,402	86	\$
SAVERY AVENUE COURT	Public	134	26	387	88	\$
SENECA LANE	Public	953	26	2,755	86	\$
SOUTH GREEN STREET	Public	275	20	611	87	\$
SOUTH WIND DR (Great Wind to Wind Rose)	Public	1,119	23	2,859	88	\$
STAGECOACH CIRCLE	Public	855	24	2,279	89	\$
STEPHENS STREET	Public	398	26	1,151	82	\$
SUMMER STREET (Carver to Russell)	Public	7,706	26	22,364	82	\$
SUSHALA WAY	Public	1,258	27	3,774	84	\$
TANGLEWOOD DRIVE	Public	848	24	2,261	84	\$

TOBI CIRCLE	Public	477	27	1,432	83	\$
TOWN WHARF	Public	944	30	3,148	88	\$
TOWNS STREET	Public	680	22	1,663	84	\$
WALL WIND DRIVE	Public	3,092	24	8,246	81	\$
WATERCURE STREET	Public	363	12	484	84	\$
WELLINGSLEY AVENUE	Public	600	22	1,468	82	\$
WELLINGTON ROAD	Public	791	22	1,933	88	\$
WEST CHERRY STREET	Public	861	24	2,297	89	\$
WEST HILL ROAD	Public	350	26	1,011	86	\$
WEST STREET	Public	781	28	2,429	87	\$
WHITE HORSE ROAD	Public	4,385	26	12,667	83	\$
WHITE OAK DRIVE	Public	2,837	26	8,196	86	\$
WOOD STREET	Public	1,228	18	2,457	82	\$
WOODBINE DRIVE	Public	1,769	22	4,324	81	\$
WOODVALE AVENUE	Public	796	24	2,122	83	\$
ACACIA ROAD	Unaccepted	439	12	586	85	\$
AERO PARK DRIVE	Unaccepted	775	22	1,894	81	\$
BANCROFTS LANDING	Unaccepted	410	12	547	85	\$
BEATRICE AVENUE	Unaccepted	1,760	24	4,693	86	\$
BISHOP STREET	Unaccepted	178	10	198	87	\$
BLUE HERON DRIVE	Unaccepted	1,217	24	3,245	85	\$
BULRUSH LANE	Unaccepted	608	18	1,216	87	\$

CABERNET LANE	Unaccepted	1,041	18	2,082	88	\$
CALEB DRIVE	Unaccepted	1,029	24	2,745	88	\$
CEDAR OAK DRIVE	Unaccepted	650	20	1,444	89	\$
CHARDONNAY LANE	Unaccepted	867	16	1,541	83	\$
CHERRY STREET COURT	Unaccepted	128	23	328	87	\$
COOLIDGE LANE	Unaccepted	200	18	400	83	\$
CRANBERRY LANE	Unaccepted	403	14	627	82	\$
CRESCENT ROAD	Unaccepted	133	12	178	84	\$
DEACON ROAD	Unaccepted	1,673	12	2,231	83	\$
EMERITUS SENIOR CENTER	Unaccepted	1,288	30	4,294	80	\$
EMMAS WAY	Unaccepted	69	12	92	89	\$
FARNHAM DRIVE	Unaccepted	1,106	24	2,951	82	\$
FELLOWSHIP CIRCLE	Unaccepted	512	20	1,138	88	\$
FREEMAN CIRCLE	Unaccepted	1,944	24	5,185	88	\$
GABRIEL LANE	Unaccepted	617	24	1,645	80	\$
GARIBALDI STREET	Unaccepted	287	16	510	89	\$
GODDARD LANE	Unaccepted	752	15	1,253	89	\$
GRASSHOPPER LANE	Unaccepted	577	15	962	83	\$
HAYDEN RIDGE	Unaccepted	1,072	20	2,382	82	\$
HEADLANDS CIRCLE	Unaccepted	612	15	1,020	85	\$
HUNTERS WAY	Unaccepted	190	12	253	80	\$
ICE HOUSE ROAD	Unaccepted	421	20	935	88	\$

JESSICA WAY	Unaccepted	1,816	24	4,844	81	\$
KING PHILIP ROAD	Unaccepted	778	15	1,296	89	\$
LOLLIPOP LANE	Unaccepted	363	12	484	86	\$
LOUT POND ROAD	Unaccepted	772	12	1,029	84	\$
MELIX AVENUE	Unaccepted	1,104	20	2,454	84	\$
MILLENNIUM DRIVE	Unaccepted	401	24	1,068	85	\$
MORASKI LANE	Unaccepted	494	24	1,318	86	\$
NEWFIELD STREET (Birch to Dead End)	Unaccepted	395	19	835	89	\$
OFF CHERRY STREET	Unaccepted	820	18	1,640	81	\$
OLD LONG POND ROAD	Unaccepted	569	12	758	83	\$
OUIMET LANE	Unaccepted	570	22	1,393	87	\$
PAULETTE TERRACE	Unaccepted	1,527	24	4,073	82	\$
PERSEVERANCE PATH	Unaccepted	2,939	24	7,837	88	\$
PERSISTENCE COVE	Unaccepted	319	24	852	87	\$
PIKE ROAD	Unaccepted	545	16	970	86	\$
PONTUS MEADOW ROAD	Unaccepted	858	15	1,429	82	\$
RED OAK FARMS	Unaccepted	408	22	996	85	\$
SEAL COVE ROAD	Unaccepted	1,195	18	2,390	80	\$
SOUTH WIND DR (Wind Rose to Windsong)	Unaccepted	602	22	1,472	82	\$
TANANGER ROAD	Unaccepted	1,494	24	3,985	86	\$
THOMPSON CIRCLE	Unaccepted	443	24	1,180	87	\$
VINEYARD WAYE	Unaccepted	565	18	1,131	89	\$

WELCH STREET	Unaccepted	601	21	1,401	88	\$
Total \$						

(In Figures)

(In Words)

NOTE:
Discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit price. Quantities are estimated. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

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 _____

AUTHORIZED SIGNATURE

COUNTY _____

Printed Name and Title

STATE OF INCORPORATION _____

PHONE _____

Date Offered

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

By signing this page, the bidder certifies that he/she has a minimum of three years experience in performing work of this nature.

Please also provide the names of at least THREE municipal clients for which the bidder has provided this type of work within the last three years, including names and telephone numbers of contact persons.

REFERENCES:

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

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.