

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

BID 21528, PIPELINE CLEANING AND CCTV ASSESSMENT

Issued: May 28, 2015
Due: June 12, 2015, at 10:30 a.m.

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

May 28, 2015

INVITATION FOR BID 21528

A. INVITATION

Sealed bids are requested by the Town of Plymouth for light pipeline cleaning and CCTV conditional assessment.

Specifications are available online at <http://www.plymouth-ma.gov/current-bids> and in the Procurement Office, 11 Lincoln St, Plymouth, MA, 02360. The office hours are M-F 7:30 a.m.-4:00 p.m. Call first for availability at 508-747-1620 x210.

Bids are to be submitted by 10:30 a.m. (local time), Friday, June 12, 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 21528, Pipeline Cleaning".

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 from contract execution through December 31, 2015. At the sole option of the Town, and subject to appropriation of funds, this agreement may be extended for the period January 1, 2016, through December 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

MASS DOT Prequalification: N/A

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: N/A

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Bid Form. 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 (1) 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 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.
 - c. Payment Bond
The successful bidder must furnish a One Hundred Percent (100%) 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 five (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:
 - a. 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;
 - b. A bidder based in Plymouth;
 - c. 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.

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The base price of liquid asphalt on the project will be a fixed price based on the date of bid opening per ton, which includes State Tax.

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.

The Period Price for Hot Mix Asphalt for a two (2) month period (FOB Terminal) will be determined and published by the Massachusetts Department of Transportation (MassDOT) (<http://www.massdot.state.ma.us/>) by averaging the prices posted at the beginning, middle, and end of each two month period by two or more suppliers.

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, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content for hot mix asphalt mixtures shall be 5.5% (0.055) by weight regardless of percentages established by the Job Mix Formula as described in Material Section M3.11.03 of the Standard Specification.

The price adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt placed during each previous two month period by asphalt content percentage (0.055) times the variance in price between base price and Period Price of asphalt.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the municipality.

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.
3. A bidder will be deemed responsible and eligible if they have submit a minimum of three (3) references for work of a similar scope for municipalities. Bidders shall provide valid contact information with their bids.

C. INSURANCE REQUIREMENTS

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 and Engineer 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 and Engineer 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 as the Town's Property Contract provides coverage for personal property within 1,000 feet of the premises.
 - (5) Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate. **The Town and Engineer 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:

1. at any time prior to the designated time for the opening of proposals;
2. 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/bid-results>. Bid results will not be provided over the phone.

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

F. BID QUESTIONS

Please contact 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.

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.

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.massdot.state.ma.us/highway/Main.aspx>) 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".

1. GENERAL

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 pipeline cleaning and CCTV condition assessment as described in bid documents 21528.

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 January 1, 2016, through December 31, 2016. If the Town exercises 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 Contract Sum of _____.

Article 4. THE CONTRACT DOCUMENTS: 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

If necessary, prior to the start of work, the Contractor, all subcontractors, the project manager, the engineer, 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 project is funded through a Town of Plymouth appropriation.

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 a minimum of four (4) 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 the sum of Zero Dollars (\$0) for each consecutive calendar day shall be assessed.

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 in 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.

39. 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 material 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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Specifications:

ITEM 1	<8" pipe-Light cleaning with Jet/Vactor	Day (8 Hours)
ITEM 2	8"-12" pipe- Light cleaning with Jet/Vactor	Day (8 Hours)
ITEM 3	12"-24" pipe- Light cleaning with Jet/Vactor	Day (8 Hours)
ITEM 4	>24" pipe-Light cleaning with Jet/Vactor	Day (8 Hours)
ITEM 5	<8" pipe-CCTV condition assessment	Day (8 Hours)
ITEM 6	8"-12" pipe-CCTV condition assessment	Day (8 Hours)
ITEM 7	12"-24" pipe-CCTV condition assessment	Day (8 Hours)
ITEM 8	>24" pipe-CCTV condition assessment	Day (8 Hours)

The work under these Items shall conform to the relevant provisions of the industry-standard NASSCO PACP (Pipe Assessment Certification Program) guidelines

Disposal of all material shall be the responsibility of the Contractor and shall be disposed of in a legal off-site disposal area. All debris removed from the storm sewer mains will be disposed of as natural debris at the Plymouth Waste Water Treatment Facility, 131 Camelot Drive, Plymouth.

The projects will be completed using a high velocity jet/vactor truck to clean designated storm sewer mains and remove all debris. Light Cleaning is defined as 1-2 passes with the jet nozzle. All debris removed from the storm sewer mains will be disposed of as natural debris at the Plymouth Waste Water Treatment Facility. The CCTV condition assessment will be analyzed and defects coded using the industry-standard NASSCO PACP (Pipe Assessment Certification Program) guidelines. Within two (2) weeks of completion of the project a final report will be delivered which will include printed and electronic copies outlining the storm sewer main segments that were cleaned and inspected with video along with specific defect information and observations.

1.01 WORK INCLUDED:

- A. This section covers light cleaning and inspection of pipelines as called for herein. The work includes furnishing all equipment, material and labor required to perform the services described herein.

1.02 QUALITY ASSURANCE:

- A. The work described herein shall be performed by a company with experience in providing the required services, employing experienced workers and experienced supervisory personnel.

Supervisory personnel shall be present at the jobsite during all work related to the required services.

1.03 REFERENCES:

- A. The following standards form a part of this specification as referenced: The National Association of Sewer Service Companies (NASSCO) Recommended Specifications for Sewer Collection System Rehabilitation (Current Edition).

1.04 SYSTEM DESCRIPTION:

- A. Unless otherwise indicated herein, the pipe cleaning and inspection of the specified length of pipe shall be carried out in accordance with SEWER LINE CLEANING; TELEVISION INSPECTION, MAIN SEWERS; SEWER PIPE JOINT TESTING, MAIN SEWERS; AND SEWER PIPE JOINT SEALING, MAIN SEWERS (PACKER METHOD) of NASSCO Recommended Specifications for Sewer Collection System Rehabilitation. Sewer flow control shall comply with applicable Sections of NASSCO HANDLING OF EXISTING FLOWS.

PART 2 - EXECUTION

2.01 PIPE CLEANING:

- A. The Contractor may elect to use either high velocity jet, or mechanically powered equipment, as described in the NASSCO Standard Specifications. Selection of equipment shall be based upon field conditions such as access to manholes, quantity of debris, size of sewer, depth of flow, etc.
- B. All sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be disposed of in accordance with all applicable regulations and in a method acceptable to the Owner. Pipe cleaning shall be performed in advance of pipe television inspection.
- C. The Contractor shall be responsible for the legal disposal of all debris removed from the sewers during the cleaning operation including any costs incurred. The Contractor shall expect the Owner to provide a dump site.
- D. The Contractor shall perform light cleaning of the sewer prior to television inspection. Heavy cleaning shall not be performed. Light cleaning shall include a minimum of two (2) passes with either high velocity jet, or mechanically powered equipment, as described in the NASSCO Standard Specifications. The Contractor shall maintain a list of line segments that require additional cleaning. The list shall detail the reason additional cleaning is required (e.g. sediment, roots, grease, etc.).
- E. The Contractor shall perform heavy cleaning of the sewer only when specifically authorized by the Owner. Heavy cleaning is to be performed and paid in addition to the appropriate item for light cleaning of sewers requiring cleaning in addition to the two (2) passes included in light cleaning of sewers. Heavy cleaning shall include the cleaning and removal of sediments up

to a depth of 1/4. the diameter of the pipe. Sediment depths in excess of 1/4 the diameter of the pipe shall not be paid under these items. The sewer heavy cleaning work, by-pass pumping, plugging or blocking of sewer flow and the storage, testing and disposal of any material retrieved from sewer cleaning shall be considered incidental to the work and shall not be considered separately for payment.

2.02 PIPE INSPECTION:

- A. Pipe shall be visually inspected by means of closed-circuit television. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture, with minimal reflective glare, for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing a minimum 400 line resolution color video picture. Picture quality and definition shall be to the satisfaction of the Engineer.
- B. The camera shall have a remote controlled, pan and tilt type lens and lighting system capable of turning perpendicular to the direction of flow and rotating 360 degrees while inside the pipe. The camera shall be able to view a minimum service connection length of 4 feet in order to determine whether the connection is active or inactive.
- C. Electronic video equipment shall be capable of displaying and recording during the entire inspection, as a minimum, the following data for each sewer reach videotaped.
 - 1 Project identification
 - 2 Date recorded
 - 3 Sewer reach identification (street location, MH to MH)
 - 4 Footage counter
- D. The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper identification of the sewer's condition. Manual winches, power winches, TV cable and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation the television camera will not pass through the entire sewer section, the Contractor shall re-set his equipment in a manner so that the inspection can be performed from the opposite manhole.
- E. The camera shall be moved through the sewer line at a prudent rate so that all pipe leaks and defects are observed and recorded. Each service line will be internally viewed from the mainline utilizing the pan and tilt camera. The Contractor shall estimate, by observation, the discharge rate of all continuously running service connections and leakage into the pipe.
- F. Flow control shall be in accordance with applicable Sections of

NASSCO, HANDLING OF EXISTING FLOWS. When upstream sewers are plugged, the SUB CONSULTANT shall monitor the extent of surcharging and will ensure that the surcharge does not result in overflows from manholes or backups into the basements of buildings.

- G. Standing water within a sagging pipe shall be removed so that the pipe can be adequately television inspected. A minimum of 80% of the pipe shall be visible before television inspection.

2.03 DOCUMENTATION:

- A. The Contractor shall maintain printed television inspection logs of sewer segments, for each sewer line segment undergoing inspection under this contract and provide two (2) copies of the logs within five (5) working days of the work being performed. Log sheet format shall be approved by Engineer prior to start of work.
- B. The Contractor will create a log of observations for each sewer segment inspected. General information on each log will include date inspected, weather condition, segment location (including a house number for the upstream manhole of each set-up), segment length, average depth of sewer, ground surface description, pipe size, pipe type, pipe length, and joint material. The inspection log will indicate, by reference points, point of entry of service connections, infiltration sources, continuously running service connections, bad joints, pipe sags, cracks, and other potential problems. The inspection log will utilize a clock system for indicating points of reference. Information identifying the location of each sewer segment, including sub-area and manhole identification numbers and footages, shall be shown on the television screen and recorded during each inspection. A defect coding list will be provided to the Engineer and shall be used exclusively to document pipe conditions.
- C. All television inspection with the accompanying audio shall be recorded in two (2) formats. One (1) will be in a MPEG-I format, and the second format will be on a Digital Video Disc (DVD). Inspections shall be conducted one at a time, with each segment recorded as a separate file on the disc containing the MPEGs and separate files on the DVD. Stationing shall be recorded at a minimum of every foot and at all points of interest, to allow instant access to any given footage. Manhole to manhole sewer segments shall not be split between two (2) MPEG cds or two (2) DVDs. Sewer segments from different subareas shall not be recorded on the same MPEG cd or DVD. All MPEG cds and DVDs shall have a typed label listing disc number, date work was performed, Owner's name, contract number, sub area designation, and line segments included on the disk.
- D. Television inspection logs and accompanying videos shall be submitted to the Engineer once every 14-calendar days.
- E. The Contractor shall update the field map with corrections to the sewer system and provide a marked-up sewer map to the Engineer detailing the corrections.

THE OWNER WILL FURNISH:

- 1.) Access and rights of way to all openings. All manholes will be located and access provided;
- 2.) A water supply (Fire hydrants at Town Highway Garage located on Camelot Drive). The Contractor is responsible for providing back flow preventer, and connection;
- 3.) Maintenance and Protection of Traffic;
- 4.) Police Details;
- 5.) Bypassing if required;
- 6.) Disposal for all sediment at the Plymouth Waste Water Treatment Facility;
- 7.) All required permits.

Payment under these Items shall be at the Contract price bid per Day which price shall constitute full compensation for all material, labor, transportation, equipment and incidental work and costs necessary to complete these Items to the satisfaction of the Engineer.

The Contractor will be guaranteed for the minimum payment of ½ Day (4 Hours) when called in for the day. If the contractor works in any given day less than 8 Hours, the payment will be prorated based on 8 hour work day. No payment will be made if the contractor's equipment is not working or broken down.

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ATTACHMENT 2

COMMONWEALTH OF MASSACHUSETTS PREVAILING WAGE RATES

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

NOTICE TO AWARDING AUTHORITIES

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

NOTICE TO CONTRACTORS

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

**WEEKLY PAYROLL RECORDS REPORT
& STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page 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.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

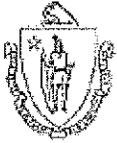
STATEMENT OF COMPLIANCE	
_____, 20_____	
I, _____	_____
(Name of signatory party)	(Title)
do hereby state:	
That I pay or supervise the payment of the persons employed by _____	
(Contractor, subcontractor or public body)	on the _____
(Building or project)	
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.	
Signature _____	
Title _____	

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM



Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Worked							Project Hours (A)	Hourly Base Wage (B)	Total Prev. Wages (F)	Project Gross Wages (G)	Check No. (H)	
				Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.						
	<input type="checkbox"/>															
	<input type="checkbox"/>															
	<input type="checkbox"/>															
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	<input type="checkbox"/>															

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance of a civil citation.



**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: 21528 **City/Town:** PLYMOUTH
Description of Work: Light cleaning of pipelines with Jet/Vactor truck and CCTV condition assessment. This contract expires Dec. 31, 2015, and has a one year extension.
Job Location: Various

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
Rental of Equipment - East						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.30	\$9.91	\$0.00	\$0.00	\$41.21
	06/01/2015	\$31.65	\$9.91	\$0.00	\$0.00	\$41.56
	08/01/2015	\$31.65	\$10.41	\$0.00	\$0.00	\$42.06
	12/01/2015	\$31.65	\$10.41	\$0.00	\$0.00	\$42.06
	06/01/2016	\$32.15	\$10.41	\$0.00	\$0.00	\$42.56
	08/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
	12/01/2016	\$32.15	\$10.91	\$0.00	\$0.00	\$43.06
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.37	\$9.91	\$0.00	\$0.00	\$41.28
	06/01/2015	\$31.72	\$9.91	\$0.00	\$0.00	\$41.63
	08/01/2015	\$31.72	\$10.41	\$0.00	\$0.00	\$42.13
	12/01/2015	\$31.72	\$10.41	\$0.00	\$0.00	\$42.13
	06/01/2016	\$32.22	\$10.41	\$0.00	\$0.00	\$42.63
	08/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
	12/01/2016	\$32.22	\$10.91	\$0.00	\$0.00	\$43.13
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.49	\$9.91	\$0.00	\$0.00	\$41.40
	06/01/2015	\$31.84	\$9.91	\$0.00	\$0.00	\$41.75
	08/01/2015	\$31.84	\$10.41	\$0.00	\$0.00	\$42.25
	12/01/2015	\$31.84	\$10.41	\$0.00	\$0.00	\$42.25
	06/01/2016	\$32.34	\$10.41	\$0.00	\$0.00	\$42.75
	08/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
	12/01/2016	\$32.34	\$10.91	\$0.00	\$0.00	\$43.25
ADS/SUBMERSIBLE PILOT <i>PILF DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$0.00	\$0.00	\$51.99
	06/01/2015	\$42.73	\$10.00	\$0.00	\$0.00	\$52.73
	12/01/2015	\$43.97	\$10.00	\$0.00	\$0.00	\$53.97
	06/01/2016	\$44.72	\$10.00	\$0.00	\$0.00	\$54.72
	12/01/2016	\$45.95	\$10.00	\$0.00	\$0.00	\$55.95
	06/01/2017	\$46.94	\$10.00	\$0.00	\$0.00	\$56.94
	12/01/2017	\$47.93	\$10.00	\$0.00	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$43.39	\$10.00	\$0.00	\$0.00	\$53.39
	06/01/2015	\$44.14	\$10.00	\$0.00	\$0.00	\$54.14
	12/01/2015	\$45.39	\$10.00	\$0.00	\$0.00	\$55.39
	06/01/2016	\$46.14	\$10.00	\$0.00	\$0.00	\$56.14
	12/01/2016	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	06/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
12/01/2017	\$49.39	\$10.00	\$0.00	\$0.00	\$59.39	
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$29.40	\$10.00	\$0.00	\$0.00	\$39.40
	06/01/2015	\$29.92	\$10.00	\$0.00	\$0.00	\$39.92
	12/01/2015	\$30.79	\$10.00	\$0.00	\$0.00	\$40.79
	06/01/2016	\$31.31	\$10.00	\$0.00	\$0.00	\$41.31
	12/01/2016	\$32.18	\$10.00	\$0.00	\$0.00	\$42.18
	06/01/2017	\$32.87	\$10.00	\$0.00	\$0.00	\$42.87
	12/01/2017	\$33.56	\$10.00	\$0.00	\$0.00	\$43.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$58.24	\$9.80	\$0.00	\$0.00	\$68.04
	08/01/2015	\$60.34	\$9.80	\$0.00	\$0.00	\$70.14
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$41.60	\$9.80	\$0.00	\$0.00	\$51.40
	08/01/2015	\$43.10	\$9.80	\$0.00	\$0.00	\$52.90
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$62.40	\$9.80	\$0.00	\$0.00	\$72.20
	08/01/2015	\$64.65	\$9.80	\$0.00	\$0.00	\$74.45
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2014	\$87.36	\$9.80	\$0.00	\$0.00	\$97.16
	08/01/2015	\$90.51	\$9.80	\$0.00	\$0.00	\$100.31
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2014	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2015	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	06/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
	12/01/2016	\$20.50	\$7.30	\$0.00	\$0.00	\$27.80
For apprentice rates see "Apprentice- LABORER"						
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
GENERATOR/LIGHTING PLANT/HEATERS OPERATING ENGINEERS LOCAL 4	12/01/2014	\$29.40	\$10.00	\$0.00	\$0.00	\$39.40
	06/01/2015	\$29.92	\$10.00	\$0.00	\$0.00	\$39.92
	12/01/2015	\$30.79	\$10.00	\$0.00	\$0.00	\$40.79
	06/01/2016	\$31.31	\$10.00	\$0.00	\$0.00	\$41.31
	12/01/2016	\$32.18	\$10.00	\$0.00	\$0.00	\$42.18
	06/01/2017	\$32.87	\$10.00	\$0.00	\$0.00	\$42.87
	12/01/2017	\$33.56	\$10.00	\$0.00	\$0.00	\$43.56

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39

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	\$0.00	\$0.00	\$35.43
3	65	\$27.55	\$10.00	\$0.00	\$0.00	\$37.55
4	70	\$29.67	\$10.00	\$0.00	\$0.00	\$39.67
5	75	\$31.79	\$10.00	\$0.00	\$0.00	\$41.79
6	80	\$33.91	\$10.00	\$0.00	\$0.00	\$43.91
7	85	\$36.03	\$10.00	\$0.00	\$0.00	\$46.03
8	90	\$38.15	\$10.00	\$0.00	\$0.00	\$48.15

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	\$0.00	\$0.00	\$35.88
3	65	\$28.04	\$10.00	\$0.00	\$0.00	\$38.04
4	70	\$30.20	\$10.00	\$0.00	\$0.00	\$40.20
5	75	\$32.36	\$10.00	\$0.00	\$0.00	\$42.36
6	80	\$34.51	\$10.00	\$0.00	\$0.00	\$44.51
7	85	\$36.67	\$10.00	\$0.00	\$0.00	\$46.67
8	90	\$38.83	\$10.00	\$0.00	\$0.00	\$48.83

Notes:

Apprentice to Journeyworker Ratio:1:6

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER	12/01/2014	\$30.65	\$7.30	\$0.00	\$0.00	\$37.95
LABORERS - ZONE 2	06/01/2015	\$31.15	\$7.30	\$0.00	\$0.00	\$38.45
	12/01/2015	\$31.65	\$7.30	\$0.00	\$0.00	\$38.95
	06/01/2016	\$32.15	\$7.30	\$0.00	\$0.00	\$39.45
	12/01/2016	\$32.90	\$7.30	\$0.00	\$0.00	\$40.20

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	\$0.00	\$0.00	\$25.69
2	70	\$21.46	\$7.30	\$0.00	\$0.00	\$28.76
3	80	\$24.52	\$7.30	\$0.00	\$0.00	\$31.82
4	90	\$27.59	\$7.30	\$0.00	\$0.00	\$34.89

Effective Date - 06/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.69	\$7.30	\$0.00	\$0.00	\$25.99
2	70	\$21.81	\$7.30	\$0.00	\$0.00	\$29.11
3	80	\$24.92	\$7.30	\$0.00	\$0.00	\$32.22
4	90	\$28.04	\$7.30	\$0.00	\$0.00	\$35.34

Notes:

Apprentice to Journeyworker Ratio:1:5

OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2014	\$21.90	\$10.00	\$0.00	\$0.00	\$31.90
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$22.28	\$10.00	\$0.00	\$0.00	\$32.28
	12/01/2015	\$22.93	\$10.00	\$0.00	\$0.00	\$32.93
	06/01/2016	\$23.32	\$10.00	\$0.00	\$0.00	\$33.32
	12/01/2016	\$23.97	\$10.00	\$0.00	\$0.00	\$33.97
	06/01/2017	\$24.48	\$10.00	\$0.00	\$0.00	\$34.48
	12/01/2017	\$25.00	\$10.00	\$0.00	\$0.00	\$35.00

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS)	12/01/2014	\$25.54	\$10.00	\$0.00	\$0.00	\$35.54
OPERATING ENGINEERS LOCAL 4	06/01/2015	\$25.99	\$10.00	\$0.00	\$0.00	\$35.99
	12/01/2015	\$26.74	\$10.00	\$0.00	\$0.00	\$36.74
	06/01/2016	\$27.20	\$10.00	\$0.00	\$0.00	\$37.20
	12/01/2016	\$27.95	\$10.00	\$0.00	\$0.00	\$37.95
	06/01/2017	\$28.55	\$10.00	\$0.00	\$0.00	\$38.55
	12/01/2017	\$29.16	\$10.00	\$0.00	\$0.00	\$39.16

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$0.00	\$0.00	\$51.99
	06/01/2015	\$42.73	\$10.00	\$0.00	\$0.00	\$52.73
	12/01/2015	\$43.97	\$10.00	\$0.00	\$0.00	\$53.97
	06/01/2016	\$44.72	\$10.00	\$0.00	\$0.00	\$54.72
	12/01/2016	\$45.95	\$10.00	\$0.00	\$0.00	\$55.95
	06/01/2017	\$46.94	\$10.00	\$0.00	\$0.00	\$56.94
	12/01/2017	\$47.93	\$10.00	\$0.00	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PANEL & PICKUP TRUCKS DRIVER <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2012	\$30.28	\$9.07	\$0.00	\$0.00	\$39.35
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$42.39	\$10.00	\$0.00	\$0.00	\$52.39
	06/01/2015	\$43.14	\$10.00	\$0.00	\$0.00	\$53.14
	12/01/2015	\$44.39	\$10.00	\$0.00	\$0.00	\$54.39
	06/01/2016	\$45.14	\$10.00	\$0.00	\$0.00	\$55.14
	12/01/2016	\$46.39	\$10.00	\$0.00	\$0.00	\$56.39
	06/01/2017	\$47.39	\$10.00	\$0.00	\$0.00	\$57.39
	12/01/2017	\$48.39	\$10.00	\$0.00	\$0.00	\$58.39
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$29.40	\$10.00	\$0.00	\$0.00	\$39.40
	06/01/2015	\$29.92	\$10.00	\$0.00	\$0.00	\$39.92
	12/01/2015	\$30.79	\$10.00	\$0.00	\$0.00	\$40.79
	06/01/2016	\$31.31	\$10.00	\$0.00	\$0.00	\$41.31
	12/01/2016	\$32.18	\$10.00	\$0.00	\$0.00	\$42.18
	06/01/2017	\$32.87	\$10.00	\$0.00	\$0.00	\$42.87
	12/01/2017	\$33.56	\$10.00	\$0.00	\$0.00	\$43.56
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$0.00	\$0.00	\$51.99
	06/01/2015	\$42.73	\$10.00	\$0.00	\$0.00	\$52.73
	12/01/2015	\$43.97	\$10.00	\$0.00	\$0.00	\$53.97
	06/01/2016	\$44.72	\$10.00	\$0.00	\$0.00	\$54.72
	12/01/2016	\$45.95	\$10.00	\$0.00	\$0.00	\$55.95
	06/01/2017	\$46.94	\$10.00	\$0.00	\$0.00	\$56.94
	12/01/2017	\$47.93	\$10.00	\$0.00	\$0.00	\$57.93
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.59	\$9.91	\$0.00	\$0.00	\$41.50
	06/01/2015	\$31.94	\$9.91	\$0.00	\$0.00	\$41.85
	08/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.88	\$9.91	\$0.00	\$0.00	\$41.79
	06/01/2015	\$32.23	\$9.91	\$0.00	\$0.00	\$42.14
	08/01/2015	\$32.23	\$10.41	\$0.00	\$0.00	\$42.64
	12/01/2015	\$32.23	\$10.41	\$0.00	\$0.00	\$42.64
	06/01/2016	\$32.73	\$10.41	\$0.00	\$0.00	\$43.14
	08/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
	12/01/2016	\$32.73	\$10.91	\$0.00	\$0.00	\$43.64
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2014	\$41.99	\$10.00	\$0.00	\$0.00	\$51.99
	06/01/2015	\$42.73	\$10.00	\$0.00	\$0.00	\$52.73
	12/01/2015	\$43.97	\$10.00	\$0.00	\$0.00	\$53.97
	06/01/2016	\$44.72	\$10.00	\$0.00	\$0.00	\$54.72
	12/01/2016	\$45.95	\$10.00	\$0.00	\$0.00	\$55.95
	06/01/2017	\$46.94	\$10.00	\$0.00	\$0.00	\$56.94
	12/01/2017	\$47.93	\$10.00	\$0.00	\$0.00	\$57.93
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	\$0.00	\$0.00	\$42.08
	06/01/2015	\$32.52	\$9.91	\$0.00	\$0.00	\$42.43
	08/01/2015	\$32.52	\$10.41	\$0.00	\$0.00	\$42.93
	12/01/2015	\$32.52	\$10.41	\$0.00	\$0.00	\$42.93
	06/01/2016	\$33.02	\$10.41	\$0.00	\$0.00	\$43.43
	08/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
	12/01/2016	\$33.02	\$10.91	\$0.00	\$0.00	\$43.93
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2015	\$18.05	\$3.55	\$0.00	\$0.00	\$21.60
	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2015	\$15.92	\$3.55	\$0.00	\$0.00	\$19.47
	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						
VAC-HAUL/CATCH BASIN CLEANING <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2014	\$31.59	\$9.91	\$0.00	\$0.00	\$41.50
	06/01/2015	\$31.94	\$9.91	\$0.00	\$0.00	\$41.85
	08/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	12/01/2015	\$31.94	\$10.41	\$0.00	\$0.00	\$42.35
	06/01/2016	\$32.44	\$10.41	\$0.00	\$0.00	\$42.85
	08/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35
	12/01/2016	\$32.44	\$10.91	\$0.00	\$0.00	\$43.35

Additional Apprentices 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. Apprentices 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.

BID FORM

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 Division
Town Office Building
11 Lincoln Street
Plymouth, MA 02360

Bids must be received by 10:30 a.m., Friday, June 12, 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 Bid 21528 Documents.

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 visited the site(s), carefully read and examined the drawings and project manual 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.

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.

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

Quantities listed are estimates only and not guaranteed to approximate the actual amounts to be used.

ITEM #	DESCRIPTION	EST. QUAN.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	< 8" pipe-Light cleaning with Jet/Vactor	15	DAY		
2	8" - 12" pipe-Light cleaning with Jet/Vactor	15	DAY		
3	12" - 24" pipe-Light cleaning with Jet/Vactor	15	DAY		
4	> 24" pipe-Light cleaning with Jet/Vactor	15	DAY		
5	< 8" pipe-CCTV condition assessment	15	DAY		
6	8" - 12" pipe-CCTV condition assessment	15	DAY		
7	12" - 24" pipe-CCTV condition assessment	15	DAY		
8	> 24" pipe-CCTV condition assessment	15	DAY		
				TOTAL BID	

TOTAL (IN WORDS)

NOTES:

A. All prices, except item totals, shall be stated in both words and figures. 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 _____

REFERENCES OF BIDDER

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

Please also provide the requested reference information specified in GENERAL INFORMATION.

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.