

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

BID 21605, ROAD RECLAMATION AND PAVING

Issued: February 25, 2016
Due: March 11, 2016 at 11:00AM

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TOWN OF PLYMOUTH
11 Lincoln Street
Plymouth, Massachusetts 02360

February 25, 2016

INVITATION FOR BID 21605

A. INVITATION

Sealed bids are requested by the Town of Plymouth for Road Reclamation and Paving construction and related work.

Bids are to be submitted by 11:00 a.m., Friday, March 11, 2016, 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 21605, Road Reclamation and Paving"

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

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

Contract Period:

The agreement shall be for the period of contract execution through December 31, 2016. At the sole discretion of the Town, and subject to appropriation of funds, this agreement may be extended for the period 1/1/2017 through 12/31/2017.

Rule for Award:

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

Bid Deposit:

Bid deposit is required in the amount of five percent (5%) of the total amount of the bid, including any and all alternates. Such bid deposit shall be in the form of a Cashier's, Certified, or Bank

Treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town. All bid deposits except for those of the three lowest responsible and eligible bidders shall be returned within seven days of contract award. The remaining bid deposits will be returned upon execution of a contract and presentment of all bonds by the successful low bidder.

Pre-Bid Conference: N/A

MA Highway:

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

Prevailing Wage Rates:

This bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including prevailing wage rates as determined by the Commissioner of Labor and Industries that must be paid on this contract. A copy of said rates is contained herein. Each Contractor and/or subcontractor shall preserve its payroll records for a period of three (3) years from the date of completion of the contract, and shall furnish to the Commissioner within fifteen (15) days a statement of compliance, a copy of which is enclosed herein. In addition, each contractor and/or subcontract must submit a copy of their weekly payroll records to the Procurement Division on a weekly basis. A copy of the Weekly Payroll Report Form that is to be used in also included herein.

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

Labor and Materials Bond:

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

Performance Bond:

The successful bidder must furnish a One Hundred Percent (100%) Construction performance Bond, payable to the Town of Plymouth, issued by a responsible surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

GENERAL INFORMATION

A. GENERAL CONDITIONS

1. All bids shall be based on the quantities set forth in the Invitation for Bid. These quantities shall be used as a basis for comparison of the bids. The quantities are based on estimates of the work to be performed during the term of this Contract; however, the Town does not expressly or by implication agree or warrant that the actual amount of work will correspond with such estimates and the Town reserves the right to increase or decrease the amount of any class or portion of the work as it may deem necessary, without change of price per unit, which unit prices shall be used for increases and decreases (credits) for adjustments in the quantity of work required.
2. The Town of Plymouth reserves the right to reject all bids, to waive informalities, to advertise for new bids and, if the Invitation for Bids states that more than one contract may be awarded, to split awards as may be deemed to be in the best interests of the Town. The contract or contracts will be awarded by the Town within thirty (30) business days after opening bids. The Town reserves the right to require samples of materials for inspection and testing.
3. All words, signatures and figures submitted on the bid shall be in ink. Bids which are conditional, obscure or which contain additions not called for, erasures, alterations or irregularities, or any prices which contain abnormally high or low prices for any item, may be rejected. More than one bid from the same bidder will not be considered.
4. Each bid is subject to Section 39M of Chapter 30 and Sections 26 to 27G and Section 29 of Chapter 149 of the Massachusetts General Laws as amended, including but not limited to the following:

a. Prevailing Wage Rates

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

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

b. Performance Bond

The successful bidder must furnish a Construction Performance Bond, payable to the Town of Plymouth, issued by a responsible

surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Town, the premiums of which are to be paid by the Contractor and included in the bid price.

c. Payment Bond

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

5. Each bid shall be accompanied by a bid deposit in the amount of 5 percent of the total bid price, including any alternates. Such bid deposit shall be in the form of a cashier's check, certified check, or bank treasurer's check payable to the Town of Plymouth or a bid bond from a licensed surety company qualified to do business in Massachusetts and satisfactory to the Town. Failure to include this bid deposit will result in the rejection of the bid. Such deposits will be returned to all except the three lowest responsible and eligible bidders within seven (7) days of contract award. The remaining bid deposits will be returned after the Town and the successful bidder have executed the Contract, and such bidder has furnished all required bonds. In case of default, the bid deposit shall be forfeited to the Town.
6. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.
7. The Town's policy on awarding bids to bidders with identical prices states: "When bids for goods and services are requested and received by the Town, the award is made to the lowest responsive and responsible bidder. If two or more bid prices are identical and all tied bidders are responsive and responsible, an award will be made according to the first of these three conditions to apply:
 1. Past service to the Town; if one of the tied bidders has provided this or similar service in a satisfactory manner in the past, it will be awarded to that bidder;
 2. A bidder based in Plymouth
 3. Random selection - flip of a coin or drawing of more than two are tied."

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

8. Purchases made by the Town are exempt from sales taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
9. Oral orders are not binding on the Town and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
10. "Equal" - An item "equal" to that named or described in the

specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark, item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of Section 39J of Chapter 30 of the Massachusetts General Laws, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Contractor's expense. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

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

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

11. No charges will be allowed for packing, crating, freight, express, transportation, shipping or cartage. Delivery location shall be as specified in the Contract or on the Purchase Order.
12. In addition to any other rights, remedies, and warranties available to the Town: The Contractor warrants that its work shall be free of defects in materials and workmanship for a period of one year from the date of final completion/acceptance, and shall replace, repair or make good, without costs to the Town, defects or faults arising within such one (1) year period.
13. The Contractor shall not discriminate against any person on the grounds of race, color, marital status, physical disability, age, sex, sexual orientation, religion, ancestry, or national origin in any manner prohibited by the laws of the United States, the Commonwealth, or the Town of Plymouth.
14. If funds under G.L. c. 90 are used to pay for any of the Work, a Price Adjustment clause for Hot Mix Asphalt Mixtures shall apply

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

Notice to Contractors:

This contract contains price adjustments for hot mix asphalt, Portland cement, diesel fuel and gasoline. For this project the base prices are as follows: **asphalt cement \$395.00 per ton, Portland cement \$119.05 per ton, diesel fuel \$1.425 per gallon and gasoline \$1.504 per gallon.** MassDOT posts the Price Adjustments on their Highway Division's website at <http://www.massdot.state.ma.us/Highway> under the following link sequences:

Doing Business with us
Construction
Price Adjustments

MONTHLY PRICE ADJUSTMENT FOR HOT MIX ASPHALT (HMA) MIXTURE

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

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

Base Price

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

Period Price

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

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

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

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

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

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

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

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

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

MONTHLY PRICE ADJUSTMENT FOR DIESEL FUEL AND GASOLINE

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

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

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

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

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

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

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

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

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

MONTHLY PRICE ADJUSTMENT FOR PORTLAND CEMENT CONCRETE MIXTURE

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

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

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

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

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

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

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

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

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

B. CONTRACT AWARD

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

1. Bidders will be deemed responsive if they complete all required forms as included in the attached bid form package to the satisfaction of the Town.
2. A bidder will be deemed responsible and eligible if:
 - (a) its bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work;
 - (b) 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;
 - (c) 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;
 - (d) where the provisions of section 8B of chapter 81 apply, the bidder shall have been determined to be qualified thereunder; and
 - (e) if the bidder obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149;

C. INSURANCE REQUIRMENTS

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

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

- 1) General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The Town shall be named as an "Additional Insured".** Products and Completed Operations should be maintained for up to 3 years after the completion of the project.
- 2) Automobile Liability of at least \$1,000,000 Bodily Injury and Property Damage per accident. **The Town shall be named as an "Additional Insured".**
- 3) Workers' Compensation Insurance as required by law.
- 4) Property Coverage for materials and supplies being transported by the contractor.
- 5) Umbrella Liability of at least \$5,000,000/occurrence, \$5,000,000/aggregate. **The Town shall be named as an Additional Insured.**

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

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

5. The Contractor shall, to the maximum extent permitted by law, indemnify and save harmless the Town of Plymouth, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and

expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor further agrees to reimburse the Town of Plymouth for damage to its property caused by the Contractor, his employees, agents, sub-contractors or materialmen, including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the Town of Plymouth's gross negligence or willful misconduct.

D. WITHDRAWAL OF BIDS

Except as hereinafter expressed provided, once a bid is submitted and received by the town, the bidder agrees that he may not and will not withdraw it within thirty (30) days (Saturdays, Sundays, and legal holidays excluded) after the actual date of the opening of proposals.

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

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

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

E. BID STATUS INFORMATION

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

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

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

F. BID QUESTIONS

Please contact Pamela D. Hagler, Procurement Officer, at 508-747-1620 ext. 107, if you have any questions on the bid process. Questions regarding the project or the specifications must be submitted in writing and faxed to 508-830-4133 or emailed to phagler@townhall.plymouth.ma.us.

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

SPECIAL CONDITIONS

EQUIPMENT:

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

WORK HOURS:

NORMAL WORK HOURS WILL MEAN UP TO FIVE (5) 8-HOUR DAYS, MONDAY THROUGH FRIDAY. IN ORDER TO WORK HOURS NOT WITHIN THIS SPAN FOR THE CONTRACTOR'S BENEFIT, HE/SHE SHALL REQUEST A WRITTEN AUTHORIZATION TO BE APPROVED BY THE TOWN. FOR WORK OUTSIDE THE NORMAL DAY, WORK ON SATURDAYS, SUNDAYS, OR LEGAL HOLIDAYS, IF ANY WORK BEYOND THE NORMAL DAY IS TO BE PERFORMED, THE CONTRACTOR WILL RECEIVE NO EXTRA PAYMENT, AND COMPENSATION FOR SUCH WORK SHALL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE PRICES AS STIPULATED FOR THE APPROPRIATE ITEMS OF WORK AS LISTED IN THE BID.

APPROVAL OF MATERIALS:

ONLY NEW MATERIALS AND EQUIPMENT SHALL BE INCORPORATED IN THE WORK. ALL MATERIALS AND EQUIPMENT FURNISHED BY THE CONTRACTOR SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE TOWN, PROVIDED THAT ANY APPROVAL OR LACK OF APPROVAL SHALL NOT RELIEVE CONTRACTOR OF ITS OBLIGATIONS HEREUNDER. NO MATERIALS SHALL BE DELIVERED TO THE WORK SITE WITHOUT PRIOR APPROVAL OF THE TOWN.

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

SUBSTITUTES OF APPROVED "OR-EQUAL" ITEMS:

WHENEVER MATERIALS OR EQUIPMENT ARE SPECIFIED OR DESCRIBED IN THE CONTRACT DOCUMENTS BY USING THE NAME OF A PROPRIETARY ITEM OR THE NAME OF A PARTICULAR SUPPLIER THE NAMING OF THE ITEM IS INTENDED TO ESTABLISH THE TYPE, FUNCTION AND QUALITY REQUIRED. MATERIALS OR EQUIPMENT OF OTHER SUPPLIERS MAY BE ACCEPTED BY THE TOWN IF SUFFICIENT INFORMATION, AS DETERMINED BY THE TOWN, IS SUBMITTED BY CONTRACTOR TO ALLOW TOWN TO DETERMINE THAT THE MATERIAL OR EQUIPMENT PROPOSED IS (1) AT LEAST EQUAL IN QUALITY, DURABILITY, APPEARANCE, STRENGTH AND DESIGN TO THE MATERIAL OR EQUIPMENT NAMED, (2) IT WILL PERFORM AT LEAST EQUALLY THE FUNCTION IMPOSED BY THE GENERAL DESIGN FOR THE WORK BEING CONTRACTED FOR OR THE EQUIPMENT OR MATERIAL BEING PURCHASED, AND (3)

IT CONFORMS SUBSTANTIALLY, EVEN WITH DEVIATIONS, TO THE DETAILED REQUIREMENTS FOR THE EQUIPMENT OR MATERIAL IN THE SPECIFICATIONS. THE PROCEDURE FOR REVIEW BY TOWN WILL INCLUDE THE FOLLOWING: REQUESTS FOR REVIEW OF SUBSTITUTE ITEMS OF MATERIAL AND EQUIPMENT WILL NOT BE ACCEPTED BY TOWN FROM ANYONE OTHER THAN CONTRACTOR. IF CONTRACTOR WISHES TO FURNISH OR USE A SUBSTITUTE ITEM OF MATERIAL OR REQUIREMENT, CONTRACTOR SHALL MAKE WRITTEN APPLICATION TO TOWN FOR ACCEPTANCE THEREOF CERTIFYING THAT THE PROPOSED SUBSTITUTE SATISFIES THE CRITERIA STATED ABOVE. THE APPLICATION WILL CERTIFY THAT THE EVALUATION AND ACCEPTANCE OF THE PROPOSED SUBSTITUTE WILL NOT DELAY CONTRACTOR'S ACHIEVEMENT OF SUBSTANTIAL COMPLETION WITHIN THE TIME STATED IN THE CONTRACT DOCUMENTS, AND MUST STATE WHETHER OR NOT ACCEPTANCE OF THE SUBSTITUTE FOR USE IN THE WORK WILL REQUIRE A CHANGE IN ANY OF THE CONTRACT DOCUMENTS, AND WHETHER OR NOT INCORPORATION OR USE OF THE SUBSTITUTE IN CONNECTION WITH THE WORK IS SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY. IF THE APPLICATION IS SILENT ON SUCH MATTERS, THE BIDDER, BY SUBMITTING AN APPLICATION, WILL BE DEEMED TO HAVE SO CERTIFIED, AND TO HAVE STATED THAT NO CHANGE IN THE CONTRACT DOCUMENTS IS NECESSARY AND NO LICENSE FEES OR ROYALTY PAYMENTS ARE REQUIRED.

ALL VARIATIONS OF THE PROPOSED SUBSTITUTE FROM THAT SPECIFIED MUST BE IDENTIFIED BY CONTRACTOR IN THE APPLICATION TOGETHER WITH AVAILABLE MAINTENANCE, REPAIR AND REPLACEMENT SERVICE FOR THE SUBSTITUTE ITEM. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COSTS OF ANY NECESSARY REDESIGN AND CLAIMS OF OTHER CONTRACTORS RESULTING FROM THE PROPOSED SUBSTITUTE. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE ADDITIONAL DATA ABOUT THE PROPOSED SUBSTITUTE.

IF A SPECIFIC MEANS, METHOD, TECHNIQUE, SEQUENCE OR PROCEDURE OF CONSTRUCTION IS EXPRESSLY REQUIRED BY THE CONTRACT DOCUMENTS, THE CONTRACTOR MAY FURNISH OR UTILIZE A SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE OF CONSTRUCTION ACCEPTABLE TO TOWN, IF CONTRACTOR SUBMITS SUFFICIENT INFORMATION TO ALLOW TOWN TO DETERMINE THAT THE SUBSTITUTE PROPOSED IS EQUIVALENT TO THAT INDICATED OR REQUIRED BY THE CONTRACT DOCUMENTS. THE PROCEDURE FOR REVIEW BY TOWN WILL BE SIMILAR TO THAT STATED PREVIOUSLY. NOTWITHSTANDING ANY ACCEPTANCE OF THE TOWN AND UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE SUBSTITUTE MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

TOWN WILL BE ALLOWED A REASONABLE TIME WITHIN WHICH TO EVALUATE EACH PROPOSED SUBSTITUTE. TOWN WILL BE THE SOLE JUDGE OF ACCEPTABILITY, AND NO SUBSTITUTE WILL BE ORDERED, INSTALLED OR UTILIZED WITHOUT TOWN'S PRIOR WRITTEN ACCEPTANCE, WHICH WILL BE EVIDENCED BY EITHER A CHANGE ORDER OR AN APPROVED SHOP DRAWING. TOWN MAY REQUIRE CONTRACTOR TO FURNISH AT CONTRACTOR'S EXPENSE A SPECIAL PERFORMANCE GUARANTEE OR OTHER SURETY WITH RESPECT TO ANY SUBSTITUTE. TOWN WILL RECORD TIME REQUIRED BY TOWN AND TOWN'S CONSULTANTS IN EVALUATING SUBSTITUTIONS PROPOSED BY CONTRACTOR AND IN MAKING CHANGES IN THE CONTRACT DOCUMENTS OCCASIONED THEREBY. WHETHER OR NOT TOWN ACCEPTS A PROPOSED SUBSTITUTE, THE CONTRACTOR SHALL REIMBURSE TOWN FOR THE CHARGES OF TOWN'S CONSULTANTS FOR EVALUATING EACH PROPOSED SUBSTITUTE, AND SHALL, UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY THE TOWN, BE RESPONSIBLE FOR ALL DAMAGES, LOSSES, COSTS, EXPENSES, AND CLAIMS ARISING OUT OF THE USE OF THE PROPOSED SUBSTITUTE ITEM, EQUIPMENT, MATERIAL, MEANS, METHOD, SEQUENCE, TECHNIQUE OR PROCEDURE.

TEMPORARY UTILITIES:

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

LOCATION OF ALL UTILITIES:

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

SAFETY CONTROL:

THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL REQUIRED SAFETY EQUIPMENT SUCH AS BARRICADES, DETOUR BARRIERS AND SIGNS, LIGHTS, WALKWAYS, FENCES, FIRE PREVENTION EQUIPMENT. IF AT ANY TIME BEFORE THE COMMENCEMENT OR DURING THE PROGRESS OF THE WORK, OR ANY PART OF IT, SUCH METHODS AND PROCEDURES AS USED APPEAR TO THE TOWN AS UNSAFE, INSUFFICIENT OR IMPROPER, THE TOWN SHALL HAVE THE RIGHT, BUT UNDER NO CIRCUMSTANCES THE OBLIGATION, TO ORDER THE CONTRACTOR TO INCREASE THEIR SAFETY OF EFFICIENCY OR TO IMPROVE THEIR CHARACTER, AND THE CONTRACTOR SHALL CONFORM TO SUCH ORDERS. THE GIVING OR FAILURE OF THE TOWN TO GIVE SUCH ORDER TO INCREASE OF SUCH SAFETY, EFFICIENCY, ADEQUACY OR ANY IMPROVEMENTS SHALL NOT RELEASE THE CONTRACTOR FROM HIS/HER OBLIGATION TO SECURE THE SAFE CONDUCT AND QUALITY OF WORK SPECIFIED AND FOR ALL DAMAGES, INJURIES, LOSSES, COSTS AND EXPENSES ARISING FROM ANY FAILURE OF CONTRACTOR TO COMPLY WITH THAT OBLIGATION.

OCCUPATIONAL SAFETY AND HEALTH ACT:

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

MAINTENANCE OF TRAFFIC:

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

THE CONVENIENCE OF THE GENERAL PUBLIC AND OF THE RESIDENTS ALONG AND ADJACENT TO THE WORK SHALL BE PROVIDED FOR IN AN ADEQUATE AND SATISFACTORY MANNER.

PORTABLE BARRIER FENCES WITH APPROPRIATE SIGNS SHALL BE USED FOR

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

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

POLICE DETAIL:

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

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

RESTORATION (WORK IN IMPROVED PROPERTY AREAS):

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

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

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

BOUNDS AND PROPERTY MARKERS:

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

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

TELEPHONE NUMBERS:

THE TELEPHONE NUMBERS OF THE FOLLOWING DEPARTMENTS OF THE TOWN OF

PLYMOUTH ARE:

POLICE	508-830-4220 (BUSINESS)
FIRE	508-830-4213 (BUSINESS)
HIGHWAY	508-830-4162, ext. 101
WATER	508-830-4162, ext. 138
ENGINEERING	508-747-1620, ext. 120
SEWER	508-830-4159
DIRECTOR OF PUBLIC WORKS	508-830-4162, ext. 105

TOWN OFFICE BUILDING HOURS: M - F 7:30 A.M. TO 4:00 P.M.

LEGAL REQUIREMENTS:

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

PERSONAL SUPERVISION BY CONTRACTOR:

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

THE REPRESENTATIVE SHALL ALSO BE AUTHORIZED TO ACCEPT, ON BEHALF OF CONTRACTOR, ANY NOTICES GIVEN TO THE CONTRACTOR UNDER THE PROVISIONS OF THE CONTRACT.

CLEANUP:

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

OWNER/CONTRACTOR AGREEMENT

THIS AGREEMENT made this day of , 2016, by and between the TOWN OF PLYMOUTH, with an office at 11 Lincoln Street, Plymouth, Plymouth County, Massachusetts, 02360, hereinafter called the "Owner", and , a Corporation, with an office at , hereinafter called the "Contractor".

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

Article 1. SCOPE OF WORK: The Contractor shall perform all the Work required by the Contract Documents for Road Reclamation and Paving as described in the Contract Documents.

Article 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" from the Owner. The agreement shall be for the period of contract execution through December 31, 2016. At the sole discretion of the Town, and subject to appropriation of funds, this agreement may be extended for the period 1/1/2017 through 12/31/2017. If the town decides to exercise this extension, it will do so by sending written notice no later than thirty (30) days prior to the expiration date.

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

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

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

2. PRE-CONSTRUCTION CONFERENCE

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

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

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

GENERAL CONDITIONS

3. Funding Source

This program has been funded by the Commonwealth of Massachusetts.

4. Contract Plans and Specifications

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

5. Additional Instructions and Detail Drawings

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

6. Shop or Setting Drawings

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

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

7. Materials, Services and Facilities

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

8. Contractor's Title to Materials

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

9. Title to Work

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

10. Inspection and Testing of Materials

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

11. Express Warranty

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

12. Maintenance and Guarantee

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

13. "Or Equal" Clause

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

14. Survey's Permits and Regulations

The Contractor shall be responsible for all additional

surveys/layouts necessary for the execution of the work.

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of his contract.

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

15. Contractor's Obligations

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

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

16. Weather Conditions

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

17. Protection of Work and Property-Emergency

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

In case of an emergency which threatens loss or injury of

property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Director of Public Works, in a diligent manner to address such emergency. He shall notify the Director of Public Works immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be submitted for consideration to the Director of Public Works in writing within 21 days of the onset of the emergency.

18. Inspection

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

19. Reports, Records and Data

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

20. Superintendence by Contractor

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

21. Changes in Work

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

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

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

22. Time for Completion and Liquidated Damages

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

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

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

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

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

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

employees, subcontractors, suppliers or any person for whom Contract is responsible.

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

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

23. Correction of Work

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

24. Subsurface Conditions Found Different

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

thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications and an equitable adjustment is required by G.L. c. 30, § 39N, an appropriate change order shall be prepared for such adjustment in accordance with Paragraph 21, above, including any credits to Owner and/or additional compensation to Contractor, as the case may be. Notwithstanding the foregoing, Contractor will be eligible for an equitable adjustment on account of said conditions if and only if such adjustment is required by G.L. c. 30, § 39N.

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

25. Right of the Owner to Terminate Contract

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

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

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

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

Owner may also terminate the Contractor for its convenience, including for no reason, upon 30 days' written notice. In the event of any such termination, Contractor shall be paid for all work satisfactorily performed to the date of termination. Contractor shall not be entitled to any lost profits or other damages.

26. Payments to Contractor

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

27. Indemnification

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

28. Acceptance of Final Payment Constitutes Release

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

29. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required by the Bidding Document and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on this subcontract until the insurance required of the subcontractor has been so obtained and approved.

30. Assignments

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

31. Authority of the Director of Public Works

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

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

32. Notice and Service Thereof

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

at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

33. Subcontract

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

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

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

35. Access to Records

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

36. Non-Discrimination

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

guidelines, procedures, or regulations.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. Noncompliance by the Contractor with the non-discrimination clauses of this Contract shall constitute a material breach of the Contract.

37. Termination of Contract

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

38. Schedule of Salaries and Wages

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

38. Labor Provisions

- (a) In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers by the Contractor and Subcontractors, preference shall first be given to citizens of the Commonwealth who have been residents of the Commonwealth for at least six months at the commencement of their employment, who are male veterans as defined in clause forty-third of G.L. c. 4, s. 7 and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the Commonwealth generally who have been residents of the Commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, in accordance with G.L. c. 149, s. 26.
- (b) The minimum rates of wages to be paid mechanics and apprentices, chauffeurs, teamsters and laborers shall be set forth in the schedule of rates of wages determined by the Commissioner of Labor and Industry.
- (c) In accordance with G.L. c. 149, s 34A, the Contractor shall, before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under chapter one hundred and fifty-two to all persons to be employed under the contract, and the Contractor shall continue such insurance in full force and effect during the terms

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

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

40. Environmental Requirements

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

41. Historic Preservation

The Contractor shall, in the performance of any environmental assessments under the National Policy Act, and the Massachusetts Environmental Policy Act, comply with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Federal Executive Order 11593, and the Preservation of Archaeological and Historic Data Act of 1966 (17 U.S.C. 469 a-1 et seq.), by (a)

consulting with the State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effect (see 36 CFR Part 800.8) by the proposed activity, and (b) complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

42. Interest of Contractor and Employees

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

43. Severability

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

44. Claims for Additional Compensation

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

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

45. In the event of any conflict or inconsistency between and among the provisions of the Contract Documents, the provision resulting in the greatest quantity and better quality of goods and services or, if the foregoing does not resolve the conflict or inconsistency, the provision resulting in less cost or risk to the Owner, as reasonably determined by the Owner, shall control. Any

decision of the Owner or its designee on such resolution shall be final and binding on the Contractor under G.L. c. 30, § 39J.

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CONTRACTUAL LIABILITY

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

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

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

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

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

Authorized Representative Signature
(Include Evidence of Authorization)

Address

ATTACHMENT 1

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS and PLANS

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

ITEM 1 - UNCLASSIFIED EXCAVATION

CUBIC YARD

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Sections 120 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

This work shall consist of excavation, disposal or compaction of all materials not being removed under some other item which is encountered within the limits of the Contract in accordance with the specifications and in close conformity with the lines, grades, thicknesses and cross sections shown on the plans or established by the Engineer.

This work shall consist of the excavation, removal and satisfactory disposal of asphalt pavement, including pavement removed under full depth construction, excavated materials from the roadway, excavation from subgrade, and areas of unsuitable materials, box widening, and earth excavation. This work shall also include as incidental to the general work the removal and disposal of trash, shrubs and bushes, signs, fences, bituminous concrete berms and debris of every nature, necessary for the construction of the proposed work as shown on the Plans or as directed, except those materials for which payment is specified under other items of the Contract.

Excavation from subgrade shall consist of the excavation and disposal of subgrade materials beneath the reclaimed pavement layer. This work shall include the removing and stacking of reclaimed pavement materials to a depth of approximately 8-12 inches as directed, and re-spreading the reclaimed layer over the adjusted subbase, in order to make all excavation cuts from the subgrade.

METHOD OF CONSTRUCTION: Existing materials shall be removed to the lines shown on the Plans or as directed by the Engineer or designee.

The existing pavement shall be saw cut through its full depth or to the elevation of the abutting proposed pavement sub-grade, whichever is less, at all joints between existing and proposed pavements and at all utility trenches through existing pavement to remain.

"Saw cut" will be the only accepted method for concrete and bituminous concrete pavement cutting.

After removal of the existing pavement, the underlying subbase material shall be graded to provide a uniform pavement replacement depth and compacted to not less than 95 percent of the maximum dry density of the material before placement of the new hot mix asphalt material.

The edges of existing pavement in removal areas shall be cut to provide a vertical uniform face and shall be sprayed or painted with a uniform thin coat of (RS-1) asphalt emulsion immediately before placement of the new hot mix asphalt material.

Saw cut edges which become broken, ragged or undermined shall be re-cut prior to the placement of abutting proposed pavement at no additional cost to the Town. Saw cut equipment shall be approved by the Engineer or designee prior to commencing work.

METHOD OF MEASUREMENT: The measurement for payment under this item shall be the actual number of cubic yards of materials removed including bituminous concrete, subgrade, box widening, areas of unsuitable material, earth excavation and other materials removed, except those materials for which payment is specified under other items of the Contract.

Measurements will be taken in their original position by the cross section method except where such measurements are impracticable, in which case the volume shall be measured by such other methods as approved by the Engineer. In any case, payment will be made only for excavation to lines and grades as indicated on the plans, or as directed, and actually disposed of by the Contractor.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Cubic Yard" for "Unclassified Excavation". The price bid shall include full compensation for all labor, equipment, moving of materials, removal and disposal of materials, and all other incidental work necessary for the completion of this item.

<u>ITEM 2 - PAVEMENT MILLING</u>	<u>SQUARE YARD</u>
<u>ITEM 3 - PAVEMENT MILLING (AREAS 2'-4' WIDE)</u>	<u>SQUARE YARD</u>

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 120 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

METHOD OF CONSTRUCTION: Work under these items consists of excavation of pavement by Cold Planer in designated areas or the use of a Cold Planer on the existing pavement surface to allow a smooth transition/overlap from a new hot mix asphalt overlay or patch/trench repair to the existing pavement surface.

A three inch cut to predetermine grade or any specified lesser depth may be required in one pass. The minimum width of pavement planed in each pass shall be six feet, except in areas to be trimmed and edged.

The machine shall be adjustable as to crown and depth, and meet the standard set by the Air Quality Act for noise and air pollution.

The milled or planed surface shall conform generally to the grade and cross slope required. The surface shall not be torn, gouged, shoved, broken or excessively grooved. It shall be free of imperfections in workmanship that prevent resurfacing after this operation. Surface texture shall be as specified by the Engineer or designee and excess material shall be swept and removed so that the surface is acceptable to traffic if required.

All excavated material milled shall remain the property of the Town and be properly swept, collected by the Contractor, and transported by the Contractor as part of this work to 131 Camelot Drive, Plymouth, MA for disposal.

At cold plan locations, the transition between existing and proposed pavement shall be constructed to maintain the grade of the roadway prior to cold planning in order to produce a smooth transition without dips or bumps.

MEASUREMENT: Pavement Milling and Pavement Milling (Areas 2'-4' Wide) will be measured by the square yard to the limits shown on the plan or as directed by the Engineer or designee.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Square Yard" for "Pavement Milling" and "Pavement Milling (Areas 2'-4' Wide)" complete and accepted, which Unit Price shall include full compensation for all labor, equipment, materials, street sweeping, clean-up, and hauling of milled material to 131 Camelot Drive, Plymouth, MA, or disposal, and all incidental work necessary for the completion of this item as shown on the Plans and as directed by the Engineer or designee.

No payment will be made for additional cleaning that may be necessary just prior to placement of any overlaying pavement course.

ITEM 4 - SAWCUT OF DRIVEWAYS & LIMITS OF WORK **LINEAR FOOT**

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Section 120 of the "Standard Specifications" and the following:

The work shall include the saw cutting of existing pavements where shown on the plans and as directed by the Engineer or designee.

MATERIALS: Saw-cut equipment shall be approved by the Engineer or designee prior to commencing work.

CONSTRUCTION METHODS: The existing pavement shall be saw-cut through its full depth, or to the elevation of the abutting proposed pavement sub-grade, whichever is lesser, at all joints between existing and

proposed pavements, to provide a uniform, vertical surface for the proposed pavement joint with the existing pavement.

Saw-cut edges which become broken, ragged or undermined during the Contractor's operations shall be re-cut prior to the placement of abutting proposed pavement at no additional cost to the Owner.

Saw-cut surfaces in bituminous concrete shall be sprayed or painted with a uniform, thin coat of (RS-1) asphalt emulsion immediately before placement of bituminous concrete material against the surfaces.

METHOD OF MEASUREMENT: Measurement will be based on linear foot of saw cutting of bituminous and cement concrete pavements accepted and approved by the Engineer or designee. Measurement under this item will not include quantities included with other work specified to be performed under items of the Contract.

BASIS OF PAYMENT: Payment for this work will be made at the Contact Unit Price per "Linear Foot" for "Sawcut of Driveways & Limits of Work" complete and accepted. The price bid shall include all materials, equipment, tools, and labor incidental thereto and disposal of surplus material.

ITEM 5 - DRIVEWAY EXCAVATION & PREPARATION

SQUARE YARD

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Sections 120 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

For the satisfactory excavation and preparation of existing driveway, which require excavation and fine grading, as directed by the Engineer or designee

METHOD OF CONSTRUCTION: Existing driveway materials shall be removed to the lines shown on the Plans or as directed by the Engineer or designee.

All existing hot mix asphalt (HMA) driveways are to be sawcut and the sawcut line should be far enough off the edge of roadway (approximately 5-10 feet) or as directed by the Engineer, to allow for the re-paving of the driveway apron. Sawcutting is to be followed by the removal of existing HMA and gravel as needed. The fine grading and compaction of this area should allow for the placement of 3.0" HMA paving, or as otherwise directed by the Engineer.

After removal of the existing pavement, the underlying subbase material shall be graded to provide a uniform pavement replacement depth and compacted to not less than 95 percent of the maximum dry density of the material before placement of the new hot mix asphalt material.

The edges of existing pavement in removal areas shall be Sawcut to provide a vertical uniform face and shall be sprayed or painted with a

uniform thin coat of (RS-1) asphalt emulsion immediately before placement of the new hot mix asphalt material.

Saw cut edges which become broken, ragged or undermined shall be re-cut prior to the placement of abutting proposed pavement at no additional cost to the Town. Saw cut equipment shall be approved by the Engineer or designee prior to commencing work.

The temporary ramping to meet sawcut line (limit of work) for each driveway should be with felt fabric underneath additional gravel material; this material should not extend past the roadway gutter line, and should be placed for easy removal before driveway paving. The removal of this felt fabric and gravel material will be included as part of this work and no separate payment will be made for this removal of material. The Contractor shall coordinate the removal of this material with the driveway paving, the driveway owners to maintain access, and the Engineer or designee.

METHOD OF MEASUREMENT: The measurement for payment under this item shall be the actual number of square yards, accepted and approved by the Engineer or designee.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Square Yard" for "Driveway Excavation & Preparation". The price bid shall include full compensation for all labor, equipment, excavation and disposal, fine grading and compacting, temporary ramping, and removal of temporary ramping, maintaining of sawcut lines, and all other incidental work necessary for the completion of this item.

<u>ITEM 6</u>	<u>RECLAMATION & FINE GRADING</u> <u>(GREATER THAN 5,000 SY)</u>	<u>SQUARE YARD</u>
<u>ITEM 7</u>	<u>RECLAMATION & FINE GRADING</u> <u>(2,500 TO 5,000 SY)</u>	<u>SQUARE YARD</u>
<u>ITEM 8</u>	<u>RECLAMATION & FINE GRADING</u> <u>(LESS THAN 2,500 SY)</u>	<u>SQUARE YARD</u>
<u>ITEM 9</u>	<u>FINE GRADING AND COMPACTION</u> <u>OF GRAVEL ROADWAY</u>	<u>SQUARE YARD</u>

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 120, 170, 400, and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, as directed by the Engineer, and the following:

The Reclamation & Fine Grading work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades shown on the plans or established by the Engineer.

The Fine Grading and Compaction of Existing Gravel Roadways shall consist of producing a stabilized roadway base course, for existing gravel roadway through the process of fine grading and compaction to the lines and grades as shown on the plans, or established by the Engineer.

Note: The Contractor shall be responsible for scheduling the police detail and canceling if the detail is not needed. The Contractor will be responsible for the cost of the police detail if work is canceled and the police detail is not canceled.

METHOD OF CONSTRUCTION: The existing pavement shall be sawcut full depth within the areas where the adjacent surface is to be protected (side streets, driveways, etc.) as shown on the plans and/or as directed by the Engineer. No breaking of the pavement beyond work limits will be permitted.

Reclaiming operations shall not be permitted when the existing pavement or sub-base contains frost, when the sub-base is excessively wet as determined by the Engineer, nor when the air or surface temperature is below 40°F. Reclaiming operations shall not commence before April 15 and shall terminate on or before October 15 unless otherwise approved in writing by the Engineer.

Prior to reclaiming the existing pavement, the Contractor shall locate and protect existing drainage and utility structures and underground pipes, culverts, conduits and other appurtenances. The Contractor will be responsible for the coordination with the respective utility companies for the lowering and raising of privately owned structures and gate boxes. The reclaiming operation shall not begin until all structures and boxes are lowered.

It shall be the Contractor's responsibility to maintain drainage structures open and functioning properly in all areas under construction.

The Contractor shall submit in writing to the Engineer for approval a description of the specific equipment and the process to be used for reclaiming the existing pavement. The reclaiming operation shall be controlled in such a manner that the resultant material will be free from excessive fine material (material passing the No. 200 sieve). The Engineer will determine the acceptable level of fine material.

Prior to the start of reclamation, the existing pavement shall be swept with a power sweeper to remove all trash, sand, dirt, organic matter, and other undesirable material, to the satisfaction of the Engineer.

The existing pavement and underlying material shall be reclaimed to depths (up to 14-inches deep) as shown on the plans or established by the Engineer and mixed to produce a consistent homogeneous material, 100 percent passing the 3-inch sieve and without an excess of material passing the No. 200 sieve.

If the Engineer directs, Crushed Stone shall be blended with the pulverized material in quantities to produce a uniform blend suitable for use as base course.

Any excavation of materials required for the lines and grade of the roadway shall be removed from the subgrade of the roadway, unless otherwise directed by the Engineer.

The Contractor shall reclaim only that area of pavement that can be processed and compacted by the end of the same working day, at which time it must be opened to traffic. In any section, reclamation work shall be done on one-half the road width at a time. One-way traffic will be allowed only during working hours with traffic police present. Two-way traffic shall be maintained at all other times. Suitable ramping shall be in place at the beginning and end of each work zone to allow for smooth and safe travel. This shall be considered incidental to the work for this item. The required density shall be maintained until the HMA pavement has been placed. Any imperfections discovered prior to the placement of hot mix asphalt shall be repaired, as directed by the Engineer, at no additional compensation.

The recycling equipment shall have a positive depth control to ensure a uniform depth of processing. This equipment shall have the ability to process the complete design depth specified into a homogeneous mass. It shall also be capable of crushing all oversize material encountered except ledge, or boulders larger than 8-inch in diameter.

A test section shall be constructed approximately 500 feet long and one lane wide, and be located within the project limits at a location determined by the Engineer. The forward speed and processing direction (e.g. up cutting vs. down cutting) of the recycling equipment shall be recorded during construction of the test section. Representative samples of the reclaimed material shall be taken from this test section for analysis by the Engineer. Full scale production will not be allowed to commence until the Engineer has reviewed the test results and gives written approval of the equipment and construction methods used in the construction of the test strip.

Failure to meet gradation requirements or an insufficient production rate may be considered cause for rejection of the equipment, the construction methods, or both. The Contractor must then submit, in writing, the proposed changes in equipment and/or construction methods and either construct another test section or reconstruct the original section, as determined by the Engineer. This procedure may be repeated until acceptable results are obtained, at no additional compensation.

Failure to meet gradation requirements due to improper equipment or construction methods shall not constitute a reason for any additional compensation for the import and blending of any aggregate to meet the deficiencies.

Approval of equipment includes the speed and processing direction it was operated at during construction of the test section. Therefore, the same operating speed and processing direction must be maintained during normal production. Changes in the equipment's operating speed and/or processing direction may only be made with the Engineer's written approval.

The Engineer may perform a sieve analysis of the reclaimed material as often as conditions may require. Test results shall be made available to the Contractor. If conditions warrant, the Engineer may stop work until the required test results become available. If the Engineer directs, due to grading deficiencies in the existing materials, the appropriate crushed stone aggregate sizes shall be blended with the recycled material to produce a uniform mixture meeting the gradation

requirements. Additionally, if the Engineer directs, dense graded crushed stone material shall be added for volume purposes.

The reclaimed material shall be rolled, compacted and fine graded to the specified cross section(s) and grades as shown, or as established by the Engineer. Water shall be applied during the entire operation to insure optimum moisture content at the time of compaction.

The reclaimed base course shall be tested for compaction, smoothness and accuracy of grade in accordance with the applicable provisions of Subsection 401.60. The required density shall be measured by a Nuclear Density Gauge supplied by the Town's testing company. If any portions are found to be unacceptable by the Engineer, such portions shall be reprocessed, re-graded, and re-compacted until the required compaction, smoothness and accuracy are obtained.

At the end of each day's progress or as directed by the Engineer, the Contractor shall apply Calcium Chloride in accordance with the applicable provisions of Section 440.

A grader, roller, and water wagon shall be maintained on the project site during the reclamation process. The Contractor shall submit to the Engineer, in writing, a 24 hour availability telephone number for any emergency maintenance dictated by the weather conditions or as determined by the Engineer, for repair, compaction, and dust control.

The Contractor shall furnish such equipment and competent personnel necessary to perform all of the above work.

The Contractor is required to keep and maintain the project area in a clean and "un-littered" state throughout the length of the work period. Upon completion of the work, the Contractor shall remove all debris, excavation and excess materials from the site.

METHOD OF MEASUREMENT: Reclamation and Fine Grading shall be measured in place by the square yard to the limits specified on the plans or as directed by the Engineer. No deductions shall be made for manhole covers, gates, or other surface structures.

Fine Grading and Compaction of Gravel Roadways shall be measured in place by the square yard to the limits on the plans or as directed by the Engineer.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Square Yard" for "Reclamation and Fine Grading" and "Fine Grading and Compaction of Existing Gravel Roadways" complete and accepted. The price bid shall include full compensation for all labor, pulverizing and mixing the existing pavement, blending with Crushed Stone, spreading, fine grading and compaction, equipment, and all other incidental work necessary for the completion of this item.

Removal of unsuitable material in the subgrade shall be paid for at the unit price for Unclassified Excavation.

Crushed stone for blending with the pulverized in-place material shall be paid for at the unit price for Crush Stone.

ITEM 10 - CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL

POUND

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 440 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

This work shall consist of furnishing and applying approved dust control material to the surface of the subgrade or elsewhere as directed in accordance with these specifications.

MATERIALS: Calcium Chloride M9.01.0

CONSTRUCTION METHODS: The required material shall be properly applied where directed by the Engineer and distributed uniformly at the rate specified or ordered. The means of distribution shall depend upon the kind of material used, and the method and equipment used shall be satisfactory to the Engineer. The number and frequency of applications shall be as determined by the Engineer.

Calcium chloride shall be uniformly applied at the rate of 1 ½ pounds per square yard or at any other rate as directed by the Engineer.

MEASUREMENT AND BASIS OF PAYMENT: Calcium chloride shall be measured and paid for at the Contract Unit Price per "Pound", as complete and in place, and as approved by the Engineer.

ITEM 11 - CRUSHED STONE

TON

ITEM 12 - DENSE GRADED CRUSHED STONE

TON

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 120, 150, 170, 400 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

This item consists of furnishing, placing or blending, grading and compacting Crushed Stone and Dense Graded Crushed Stone within the lines and grades shown on the Plans or as directed by the Engineer or designee.

MATERIAL: Crushed Stone, M 2.01 and Dense Graded Crushed Stone, M2.01.7 of the Commonwealth of Massachusetts Standard Specifications.

METHOD OF CONSTRUCTION: If the Engineer directs, Crushed Stone shall be blended with the pulverized material in quantities to produce a uniform blend suitable for use as base course.

The dense graded crushed stone shall be spread in layers upon the prepared area from self-spreading vehicles with power graders of approved types or by hand methods. Gravel shall be spread in layers not more than twelve (12) inches thick at roadways, compacted measure. All layers shall be compacted not less than 95% of the maximum dry density of the material as determined by the Standard AASHTO Test Designation T99 Compaction test method C at Optimum moisture content.

METHOD OF MEASUREMENT: The measurement for payment under these items shall be the actual quantity of material used. Weight slips shall be countersigned on delivery by the Engineer or designee and no weight slips, not so countersigned, shall be included for payment under the Contract.

Invoices shall include a list of all weight slips being billed and indicate the location of the work.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Ton" for "Crushed Stone" and "Dense Graded Crushed Stone", installed complete and accepted. The price bid shall include full compensation for all labor, fine grading and compaction, equipment, and all other incidental work necessary for the completion of this item.

<u>ITEM 13</u>	<u>-</u>	<u>HOT MIX ASPHALT (OVER 500 TONS)</u>	<u>TON</u>
<u>ITEM 14</u>	<u>-</u>	<u>HOT MIX ASPHALT (100-500 TONS)</u>	<u>TON</u>
<u>ITEM 15</u>	<u>-</u>	<u>HOT MIX ASPHALT (40-100 TONS)</u>	<u>TON</u>
<u>ITEM 16</u>	<u>-</u>	<u>HOT MIX ASPHALT (DRIVEWAYS & HANDWORK)</u>	<u>TON</u>

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 460, 700 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

The Contractor agrees to submit, within seventy-two (72) hours, a written schedule for the completion of any work requested by the Town under this Contract.

This Work shall consist of hot mix asphalt paving, overlay, berm, driveways, "shimming", or "full depth" patch as determined by the Engineer or designee. All leveling or placement of a shim course, of top or binder material, shall be a separate operation before the regular paving operation.

Hot mix asphalt berm shall be "cape cod" berm twelve (12) inches in width with no reveal at the gutter line and three (3) inches higher at the back of berm placed at the same time as the top course with a paving machine having an adjustment capable of placing the berm, or as directed by the Engineer or designee.

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below (40°F).

Driveway aprons shall be done within forty-eight (48) hours of the binder or top course being placed. Adequate vehicular access shall be provided in the interim between roadway paving and driveways.

Hot Mix Asphalt (Driveway Aprons) shall include as part of this work the removal of any temporary ramping at the limits of work when the

driveways are prepared prior to paving.

The Contractor shall be responsible for notifying the Town's laboratory consultant forty-eight (48) hours prior to placement of pavement when over 100 Tons is scheduled to be placed and shall notify and reschedule the work if the work is postponed due to weather or scheduling conflicts.

The Contractor shall be responsible for scheduling the police detail and canceling it if not needed. Police details not cancelled shall be paid for by the Contractor. Police detail, when required and provided, shall be paid by the Town.

Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of (20 mph) should be maintained for a period of two (2) hours.

Surplus material shall be swept off of the road surfaces by the Contractor, and shall be the property of Contractor.

MATERIAL: Any job-mix formula Section M3.11.00 of the Commonwealth of Massachusetts Standard Specifications, and the use of Mass Highway Dense Binder with a PG 64-28 or Modified Top with a PG 70-20, may be specified by the Engineer or designee.

Tack coat of liquid bituminous material (RS-1) shall meet the requirements of M3.11.06. The joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of M3.05.0 and meet the requirements of Federal Specification Number SS-S-1401.

METHOD OF CONSTRUCTION: The methods outlines in Section 460.65 shall be generally followed. The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth uniform joints and cross-sections. Hot mix asphalt shall not be placed after November 15 or before April 1 without written permission of the Engineer or designee.

When the air temperature falls below 50° F extra precautions shall be taken in drying the aggregates, controlling the temperature of the materials, placing, and compacting the mixtures.

No HMA mixture shall be placed unless the breakdown and intermediate rolling can be completed by the time the material has cooled to 175°F, and provided that the density of the completed pavement attains at least 92.5% of the maximum theoretical density as determined by AASHTO T 209.

No mix shall be placed on wet or damp surfaces. The mixture shall be placed only upon approved clean and dry surfaces; and when weather conditions are suitable, approved by the Engineer or designee.

Immediately prior to the application of asphalt materials, the Contractor shall remove small branches and other debris, and use a mechanical street sweeper or compressed air sweeper to clean any loose material from the pavement surface.

The edges of existing pavement in removal areas shall be "saw-cut" to provide a vertical uniform face and shall be sprayed or painted with a uniform thin coat of (RS-1) asphalt emulsion immediately before placement of the new hot mix asphalt material.

Hot Mix Asphalt (Driveway Aprons) shall include as part of this work the removal of any temporary ramping at the limits of work when the driveways are prepared prior to paving.

All pavement surfaces shall be tack coated immediately prior to placing each HMA lift. HMA placed over milled surfaces shall be tack coated at an application rate of 0.07 gallon per square yard. HMA placed over smooth pavements (unmilled) shall be tack coated at an application rate of 0.05 gallons per square yard. Tack coat shall meet the requirements of M3.11.06. The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed. The tack coat shall be machine applied and sprayed uniformly. Hand application will not be allowed.

No vehicular traffic or loads shall be permitted on the newly completed pavement until adequate stability has been attained and the material has cooled sufficiently to prevent distortion or loss of fines. If the climate or other conditions warrant it, the period of times before opening to traffic may be extended at the discretion of the Engineer or designee.

At least 48 hours prior to paving, the Contractor shall submit a plan and schedule in writing, of the proposed paving operations. The plan and schedule shall contain detailed information of the following: width and direction of each pass, number of trucks and plant location, number of rollers, method of staggering joints and typical traffic control measures to be utilized. The plan and schedule shall be submitted to, and approved by, the Engineer or designee prior to the beginning of paving operations.

Scales for weighing the bituminous concrete shall be furnished, set and sealed at the expense of the Contractor. During paving operations, the Contractor shall provide continuous radio communication between the plant and the project to ensure immediate response due to breakdowns, emergencies such as accidents, and to insure the best quality results possible.

The pavers shall operate while the asphalt pavement is being spread at a speed that will produce a uniform surface texture free of any rippling or unevenness. Paving speeds shall in no case exceed 60 feet per minute. The Engineer or designee may reduce the speed of paving and rolling when, in his opinion, the finished surface appears open in texture.

A minimum of one roller for each 500 tons of mixture spread in one day of eight hours working time shall be required.

After the paving mixture has been properly spread, initial compaction shall be obtained by the use of power rollers weighing not less than 240 pounds per inch width of tread. Final compaction of the surface shall be accomplished by rollers weighing not less than 285 pounds per inch width of tread. Along curbs, structures, berms and all places not accessible with a roller, the mixture shall be thoroughly compacted with tampers. Such tampers shall weigh not less than 25 pounds and shall have a tamping face if not more than 50 square inches. The surface of the mixture after compaction shall be smooth and true to the established line and grade.

Placing of the mixture shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the newly placed mixture only when the placing of the course is to be discontinued for such length of time as would permit the mixture to attain initial stability. In all such cases, including the formation of joints as here specified, provision shall be made for proper bond with the new surface for the full specified depths of the courses.

All transverse joints, all longitudinal joints of the surface course and all longitudinal joints in the Dense Binder Course shall be treated prior to laying the next lane of hot mix asphalt as follows:

The joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of M3.05.0.

When using pavers in tandem, the use of the hot poured rubberized asphalt sealer may be omitted at the discretion of the Engineer or designee, if the temperature of the mixture at the longitudinal joint does not fall below 200°F prior to the placement of the adjacent mat. No re-heating of the joint shall be permitted.

The hot poured rubberized asphalt shall be applied to the joints from a double jacketed heating kettle with a positive drive gear pump that is connected to a suitable applicator. The nozzle of the applicator shall be set to deliver sufficient sealant to effectively bond and seal the transverse and longitudinal paving joint between two adjacent lanes of hot mix asphalt.

Longitudinal and transverse joints shall be made in a careful manner, well bonded and sealed, and true to line and grade. Where and as directed, transverse joints for all courses and longitudinal joints for the top course placed under this or previous contracts shall be cut back to expose the full depth of the course and, when the laying of the course is resumed, the exposed edge of the joint shall be treated as above.

MEASUREMENT: Measurement for hot mix asphalt paving shall be measured by the ton and shall be the actual and verified tonnage, complete in place and approved, per given day at one location. This work shall consist of placing small quantities of hot mix asphalt for permanent

or temporary curbing, berm, sidewalk, roadway patches, trench repair, or other incidental work as directed by the Engineer or designee.

ALL WEIGHT SLIPS MUST BE SIGNED - All weight slips shall be automated printed tickets, hand written slips will not be accepted. Weight slips for hot mix asphalt shall be countersigned on delivery by the Engineer or designee and no weight slips, not so countersigned, shall be included for payment under the Contract. Invoices shall include a list of all weight slips being billed and indicate the location of the work.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Ton" for "Hot Mix Asphalt Over 500 Tons", "Hot Mix Asphalt 100-500 Tons", "Hot Mix Asphalt 40-100 Tons", "Hot Mix Asphalt Driveways & Handwork"

ITEM 17 - BITUMEN FOR TACK COAT

GALLON

SCOPE OF WORK: The work under this Item shall conform to the relevant provisions of Section 460 of the Standard Specifications, as directed by the Engineer and the following:

MATERIALS: Tack coat shall meet the requirements of M3.11.06.

CONSTRUCTION METHODS: The existing surface shall be cleaned of all foreign matter and loose material and shall be dry before the tack coat is placed.

All pavement surfaces shall be tack coated immediately prior to placing each HMA lift. HMA placed over milled surfaces shall be tack coated at an application rate of 0.07 gallon per square yard. HMA placed over smooth pavements (unmilled) shall be tack coated at an application rate of 0.05 gallons per square yard.

METHOD OF MEASUREMENT: Measurement will be based on per Gallon, as approved by the Engineer, measured as specified in Subsection 468.80.

ALL WEIGHT SLIPS MUST BE SIGNED - All weight slips shall be automated printed tickets, hand written slips will not be accepted. Weight slips for tack coat shall be countersigned on delivery by the Engineer or designee and no weight slips, not so countersigned, shall be included for payment under the Contract. Invoices shall include a list of all weight slips being billed and indicate the location of the work.

BASIS OF PAYMENT: Payment for this work will be made at the Contact Unit Price per "Gallon" for "Bitumen for Tack Coat" complete in place and accepted.

ITEM 18 - HOT Poured RUBBERIZED ASPHALT SEALER

LINEAR FOOT

SCOPE OF WORK: The work under this Item shall conform to the relevant provisions of Section 460 of the Standard Specifications, as directed by the Engineer and the following:

All transverse joints, all longitudinal joints of the surface course and all longitudinal joints in the Dense Binder Course under Open Graded Friction Course or Open Graded Friction Course-Modified shall be treated prior to laying the next lane of hot mix asphalt as follows:

MATERIALS: The joint shall be coated with a hot poured rubberized asphalt sealant meeting the requirements of M3.05.0.

CONSTRUCTION METHODS: When using pavers in tandem, the use of the hot poured rubberized asphalt sealer may be omitted at the discretion of the Engineer, if the temperature of the mixture at the longitudinal joint does not fall below 200°F (95°C) prior to the placement of the adjacent mat. No re-heating of the joint shall be permitted.

The hot poured rubberized asphalt shall be applied to the joints from a double jacketed heating kettle with a positive drive gear pump that is connected to a suitable applicator. The nozzle of the applicator shall be set to deliver sufficient sealant to effectively bond and seal the transverse and longitudinal paving joint between two adjacent lanes of hot mix asphalt.

Longitudinal and transverse joints shall be made in a careful manner, well bonded and sealed, and true to line and grade. Where and as directed, transverse joints for all courses and longitudinal joints for the top course placed under this or previous contracts shall be cut back to expose the full depth of the course and, when the laying of the course is resumed, the exposed edge of the joint shall be treated as above.

In making joints along any adjoining edge such as curb, gutter or an adjoining pavement, and after the mixture is placed by the mechanical spreader, just enough of the hot material shall be placed by hand method to fill any space left open. These joints shall be properly "set-up" with the back of a rake at the proper height and level to receive the maximum compaction. The work of "setting-up" these joints shall be performed only by competent workmen.

Where and as directed, the first width of any course shall be placed not less than one foot wider than the first width of top course, and successive widths of top and as any other courses shall be so placed that there will be at least a one foot overlap between the joints in the top course and the other course.

The rolling of the successive widths of courses shall overlap and shall be performed so as to leave smooth, uniform joints and cross sections.

METHOD OF MEASUREMENT: Measurement for sealing of longitudinal joints in asphalt pavement shall be by the foot of joint sealed.

BASIS OF PAYMENT: Payment for this work will be made at the Contact Unit Price per "Linear Foot" for "Hot Poured Rubberized Asphalt Sealer" complete and accepted. The price bid shall include all materials, equipment, tools, and labor incidental required to complete the item.

<u>ITEM 19</u>	<u>- ADJUST - WATER GATE</u>	<u>EACH</u>
<u>ITEM 20</u>	<u>- ADJUST - STRUCTURE</u>	<u>EACH</u>
<u>ITEM 21</u>	<u>- LOWER & RESET - WATER GATE FOR RECLAMATION</u>	<u>EACH</u>
<u>ITEM 22</u>	<u>- LOWER & RESET - STRUCTURE FOR RECLAMATION</u>	<u>EACH</u>
<u>ITEM 23</u>	<u>- TEMPORARY RAMPING OF RAISED CASTINGS</u>	<u>EACH</u>
<u>ITEM 24</u>	<u>- TEMPORARY RAMPING AT LIMIT OF PAVING</u>	<u>TON</u>

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 200, 300, and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and according to Drawings E 201.3.0R and E 202.9.0, as directed by the Engineer and the following:

When roadway paving calls for a HMA overlay or mill and overlay, it may be necessary for the adjusting of water gate boxes and the masonry/castings of existing catch basins and manhole structures, to grade, as required, and shown on the Plans or designated by the Engineer or designee, in accordance with these Specifications.

When roadway paving calls for reclamation of the existing surface prior to paving, the lowering and raising of water gate boxes and the masonry/castings of existing structures, when directed by the Engineer or designee, shall consist of all work and coordination with the Town and the other Contractor, for the locating, lowering, plating and subsequent raising of all gates and structures. The locating and lowering of such gates and structures shall be preformed prior to the start of roadway reclamation, followed by their raising before the hot mix asphalt paving and as directed by the Engineer or designee.

When water gate boxes and masonry/castings of existing structures are raised above the existing surface to allow for new paving, the gates and structures may call for temporary ramping of pavement around such gates and structures, in order to minimize impact on the traveling way. This item shall include the use of rubber rings or hot mix asphalt over felt paper, and the removal of such before final surface paving which timing shall be coordinated with the Engineer or designee.

Temporary ramping of pavement will also be called for at the change in grade between roadway surfaces, and as directed by the Engineer or designee. This item shall include the felt paper, hot mix asphalt and removal before final surface paving.

METHOD OF CONSTRUCTION:

For Reclamation: All drainage, utility, and municipality structures are to be referenced and lowered to a minimum depth of 6-inches below the bottom of the proposed reclaimed base course, for a total depth of 20-inches, unless otherwise indicated, and/or specified by the Engineer or designee. All lowered manholes and catch basins are to be covered by steel plates. The voids remaining after the structures have been lowered are to be filled with a suitable material as determined by the Engineer or designee. All water gates are to be sufficiently covered as to prevent any material from falling into the bottom sections. The Contractor shall clean out all materials that fall into the manholes, catch basins, and water gates during the lowering and raising. Provisions are to be made by the Contractor with the Town for the locating of such structures prior to their raising, as deemed necessary by the Engineer or designee.

Any work done on Water Gate Boxes will be done under the direction of personnel of the Water Division of the Department of Public Works; all other Work shall be as directed by the Engineer or designee.

"Saw cut" will be the only accepted method for concrete and bituminous concrete pavement cutting and shall be included under these items and not paid for separately.

The top water gate castings will be carefully removed and they shall be stored and protected until needed for resetting. The Contractor shall replace castings broken at his expense.

All raised structures and change in surface grade, within the path of vehicle travel, or as directed by the Engineer or designee, shall have a temporary rubber ring or temporary hot mix asphalt ramping over felt to be removed as part of this same item just prior to paving.

The work shall include all necessary excavation of the existing pavement, concrete collars and earth material to obtain access to the masonry and removal of the casting. It shall further involve necessary backfill and compaction of the excavated area and the resetting of the castings as directed by the Engineer.

Concrete collars will be constructed using 4,000 PSI, 1-1/2", 565 high early strength (H.E.S.) cement concrete masonry, at no additional cost. Concrete collars will be installed to allow for a minimum of two (2) inches of hot mix asphalt, which shall be placed and compacted to the underlying grade of the binder surface. All concrete collars will be completely coated with (RS-1) Asphaltic Emulsion before placement of hot mix asphalt. The brick to be used shall meet the requirements of Materials Specification M4.05.2 (Clay Brick).

Excavated holes shall be "saw cut" in the pavement in a neat manner with an approximate vertical face. Backfill around the structures shall consist of suitable material, thoroughly compacted with mechanical devices. All excess excavated materials and construction

debris shall be removed and disposed of off the site.

METHOD OF MEASUREMENT: Measurement for "Adjust Water Gate", "Adjust Structure", "Lower & Reset Water Gate For Reclamation", "Lower & Reset Structure For Reclamation", and "Temporary Ramping of Raised Castings" shall be the number of "Each" for complete in place, and removed when needed, as approved by the Engineer or designee.

Measurement for "Temporary Ramping at Limit of Paving" shall be the number of "Ton" installed and removed, complete and accepted.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Each" for "Adjust Water Gate", "Adjust Structure", "Lower & Reset Water Gate For Reclamation", "Lower & Reset Structure For Reclamation", and "Temporary Ramping of Raised Castings" complete and accepted. No separate payment will be made for saw cut, backfill, clay brick, concrete collar, or asphaltic emulsion.

Hot Mix Asphalt Binder to be placed around gates and structures by hand shall be paid for under the unit price for Item - Hot Mix Asphalt (Handwork).

The Contractor will be paid the Contract Unit Price per "Ton" for "Temporary Ramping at Limit of Paving" installed and removed, complete and accepted. The Bid Item Prices shall include full compensation for all labor, materials, tools, and all other incidental work necessary to complete the Work under this Item to the satisfaction of the Engineer or designee.

<u>ITEM 25</u>	<u>- CATCHBASIN (4' DIAMETER)</u>	<u>EACH</u>
<u>ITEM 26</u>	<u>- CATCHBASIN (5' DIAMETER)</u>	<u>EACH</u>
<u>ITEM 27</u>	<u>- MANHOLE (4' DIAMETER, UP TO 9')</u>	<u>EACH</u>
<u>ITEM 28</u>	<u>- GUTTER INLET</u>	<u>EACH</u>

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 200 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, as directed by the Engineer, and the following:

All catch basins, manholes and gutter ilets shall be placed on a bedding of 6 inches crushed stone. Excavation shall be included in the cost of the structure and pipe, while the crushed stone shall be paid for under the unit price for Crushed Stone.

All joints in catch basins and manholes shall be water tight inside and outside using a non-shrinking grout.

Cone sections of manholes and catch basins shall be replaced by flat top sections or eccentric sections as needed at no additional cost.

All frames shall be set on a minimum of two courses of mortared brick or precast grade rings as specified in the Standard Specifications. Cost of such work shall be included in the cost of the structure or item of which it forms a part. All frames shall be set in a concrete

collar.

Where new catch basins or manholes are shown on the drawings to be constructed over existing pipes, the work shall also include the connecting of the pipe to the structures and the necessary cutting and removal of the existing pipe within the structures. The existing pipe shall be neatly cut to provide a smooth uniform face flush with the inside wall surface of the structure and totally removed or neatly cut longitudinally and partially removed to retain the lower half of the existing pipe barrel to form the required (manhole) shaped invert.

Manhole steps shall be aluminum drop-front types. All steps shall be cast into the walls of the precast sections to form a continuous ladder with a distance of 1' between steps. Aluminum manhole steps shall be coated with zinc chromate paint where embedded in concrete.

All proposed catch basins shall be constructed with a minimum 4-foot sump. No additional compensation will be allowed for deep sumps.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

These items will be measured and paid for at the Contract unit price per "Each", which price shall include all labor, materials, equipment and incidental costs required to complete the work.

No separate payment will be made for excavation regardless of depth, but all costs in connection therewith shall be included in the Contract unit price bid. No separate payment will be made for sawcutting pavement, but all costs in connection therewith shall be included in the Contract unit price bid.

Crushed stone for bedding shall be paid for under the unit price for Item - Crushed Stone.

ITEM 29 - FRAME & GRATE (OR COVER) MUNICIPAL STANDARD EACH

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 200 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, as directed by the Engineer, and the following:

- Catch Basin - Frame and Grate shall be EAST JORDAN IRON WORKS (5548Z/5520M5) FRAME & GRATE, or approved equal.
- Manhole - Frames and Cover shall be EAST JORDAN IRON WORKS (2114Z/2110A1) DRAIN MANHOLE FRAME & COVER, or approved equal.

Manhole covers shall have a diamond pattern; pick holes and the appropriate word "DRAIN" or "SEWER" cast in 3-inch letters to match the corresponding utility.

All castings located within the pavement area shall not be set to finished grade until after the binder course and before top course has been placed.

When setting structures to finished grade "saw cut" will be the only accepted method for hot mix asphalt pavement cutting, and not "compressor cut", and shall be included under these items.

All frames shall be set on a minimum of two courses of mortared brick or precast grade rings as specified in the Standard Specifications. The brick to be used shall meet the requirements of Materials Specification M4.05.2 (Clay Brick).

All frames shall be set in a concrete collar, to be constructed using 4,000 PSI, 1-1/2", 565 high early strength (H.E.S.) cement concrete masonry, at no additional cost. All concrete collars will be completely coated with (RS-1) Asphaltic Emulsion before placement of hot mix asphalt.

The concrete collar must allow for the placement of the hot mix asphalt binder course, a minimum of two (2) inches, and shall be filled with hot mix asphalt binder, properly compacted with a hand tamper as part of this work, and prior to the top course paving.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

Frame and grate (or cover) municipal standard will be measured and paid for at the Contract unit price per "Each", which price shall include all labor, materials (including all brick, cement concrete collar and asphaltic emulsion) equipment, and incidentals required to complete the work.

Hot Mix Asphalt Binder shall be paid for under the unit price for Item - Hot Mix Asphalt.

ITEM 30 - 12 IN CORRUGATED PLASTIC (POLYETHYLENE) PIPE LINEAR FOOT

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 120, 170, 230 and other relevant sections of the Standard Specifications, as directed by the Engineer and the following:

This work shall consist of the excavation, the placement of 6" crushed stone bed, the placement of the pipe, backfill, grading and compacting, disposal of excess material, and surface restoration.

MATERIALS: The HDPE pipe shall conform to the requirements of Section M5.03.10, Ductile Iron pipe shall conform to the requirements of Section M5.05.3, of the Commonwealth of Massachusetts Standard Specifications and pipe manufacturer's recommended construction practices.

CONSTRUCTION METHODS: When pipes are installed in roadway areas on traveled ways, the edges of the trench through the pavement shall be cut to a neat line, using a power saw. The "saw cut" will be the only accepted method for hot mix asphalt pavement cutting and shall be included under these items.

All pipes shall be set on a prepared crushed stone bed of at least 6

inches. The pipe shall be excavated to the required line and grade and of sufficient width and depth to permit thorough tamping of backfill material under the haunches.

Soft or unsuitable material existing below the required grade shall be removed as directed, and replaced with gravel or other suitable material. All excavated excess material shall be removed and properly disposed of as part of this item.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

12 Inch Corrugated Plastic (Polyethylene) Pipe will be measured and paid for at the Contract unit prices per "Linear Foot", which price shall include all labor, placement of a minimum of 6" prepared crushed stone bed, equipment and incidental costs required to furnish, install and complete the work.

No separate payment will be made for excavation, backfilling, compaction, and disposal of excess excavated materials, but all costs in connection therewith shall be included in the Contract unit price bid.

If new suitable material is required for backfilling as determined by the Town, the new material will be paid for under the unit price of the item as provided.

ITEM 31 - 12 IN HOOD (THE ELIMINATOR) MUNICIPAL STANDARD EACH

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 201 of the Standard Specifications and the following:

The work to install hoods shall include the removal of existing hoods, if present, from existing catch basins to remain, and the installation of new hoods on existing and proposed catch basins.

Hoods shall be "The Eliminator" oil and floating debris trap as manufactured by Ground Water Rescue, Inc. (Quincy, MA) or approved equivalent.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

12 Inch Hood Municipal Standard will be measured and paid for at the Contract unit prices per "Each", which price shall include all labor, materials, equipment and incidental costs required to furnish, install and complete the work.

No separate payment will be made for removal of existing hoods from catch basins, but all costs in connection therewith shall be included in the Contract unit price bid.

ITEM 32 - STRUCTURE - REBUILT BELOW 20 INCHES VERTICAL FOOT

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Section 200 of the Standard Specifications, and the

Drawing E 201.3.0R and E 202.9.0, as directed by the Engineer, and the following:

This item is for structures needing to be rebuilt below the limit of disturbance that is included under other Items such as Adjust or Lower and Reset of Gates and Structures.

Backfill around the structures shall consist of suitable material, thoroughly compacted with mechanical devices. All excess excavated materials and construction debris shall be removed and disposed of off the site.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The limit of work under this item shall be measured from the average height in feet from the bottom row of rebuilt masonry to the bottom limit included under other Items such as Adjust or Lower and Reset of Gates and Structures.

The Measurement and Payment for this work will be at the Contract Unit Price for "Vertical Foot", this price shall include all labor, materials, equipment and incidental costs required to complete the work as described above.

The upper limit of a structure to be brought to finished grade shall be paid for under the unit price for such Item as Adjust or Lower & Reset of Gates and Structures.

ITEM 33 - LOAM BORROW
ITEM 34 - SEEDING

CUBIC YARD
SQUARE YARD

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 751, 765, and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

This Work shall consist of sub-surface preparation, furnishing and placing 4" of screened loam borrow and the application of limestone, fertilizer and seed on an approved sub-grade, complete in place, to the dimensions, lines and grades as shown on the plans or established by the Engineer or designee.

MATERIALS: Materials under these items shall meet the requirements specified in the following Subsection of Division III, Materials: Loam Borrow M1.05.0, Limestone M6.01.0, Fertilizer M6.02.0, and Grass Seed M6.03.0.

CONSTRUCTION METHODS: The area upon which the above materials are to be placed shall be raked, harrowed or dragged to form a reasonably smooth surface. The Contractor shall remove all debris and stones having any dimensions greater than 2 inches before the application of limestone, fertilizer and seed.

The Contractor shall not proceed with the work of seeding until permission of the Engineer or designee has been obtained.

Before the application of limestone, fertilizer and seed, the Contractor shall harrow or roto-till to a depth of 3-inches, when directed.

Attention is called to the Contractor of attached Order of Conditions by Plymouth Conservation Commission not to use fertilizer in areas adjacent to wetlands. The following is the Seed mix ration to be used in areas adjacent to wetlands: 50% creeping Red Fescue, 30% Kentucky, 31% tall Fescue, 10% Annual Ryegrass, 5% Ladino Clover and application rate per manufacturer's recommendation.

The fertilizer and seed shall be subject to approval by the Engineer or designee and periods for mowing shall be determined by him.

METHOD OF MEASUREMENT: The measurement of loam borrow shall be the actual cubic yards of material delivered and used as required, and as directed by the Engineer or designee, on the areas to be seeded or planted.

The measurement of seeding shall be the number of square yards based on the actual measurements made over the general contour of the areas seeded, complete in place and accepted.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Cubic Yard" for "Loam Borrow", and the contract unit price per "Square Yard" for "Seeding" complete and accepted, which price shall constitute full compensation for sub-grade preparation, furnishing and placing loam, lime-stone, fertilizer, seed and mowing for furnishing and using all equipment, loam, tools, and for all labor and all incidental work necessary to complete the work in accordance with these Specifications and in an acceptable manner.

When a satisfactory stand of grass has not been established at the time of acceptance, no payment for seeding shall be allowed at the time of acceptance. At the time the final estimate is ready to be forwarded to the Contractor the seeded areas will again be inspected by the Engineer or designee and if a satisfactory stand of grass has been established, the seeded areas with satisfactory stand of grass will be included for payment.

ITEM 35 - SEDIMENTATION FENCE

LINEAR FOOT

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Section 670 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, as directed by the Engineer and the following:

The work shall consist of furnishing, installing, maintaining, and removing sedimentation fence in close conformity with the lines and grades shown on the plans or established by the Engineer. This work also includes the removal and disposal of sediment and debris accumulated along the sedimentation fence.

MATERIALS: Materials shall meet the requirements specified in Division 3, Materials, M 9.50.0 for Temporary Silt Fence.

For each specific use, only commercially available fabric which is certified in writing by the manufacturer for the purpose intended shall be used. Torn or punctured fabrics shall not be used. The fabric shall be at least 3 feet wide.

CONSTRUCTION METHODS: Sedimentation (silt fence) shall be constructed along all areas where work will be performed in the vicinity of wetlands or streams, as shown on the plans and as directed by the Engineer. The fencing shall be located as close as possible to the proposed limits of earthwork or disturbed ground.

Silt fence shall remain in place until the graded areas have become permanently stabilized by vegetative growth. Silt fence which becomes damaged or disturbed during construction operations shall be repaired or replaced immediately at no additional cost to the Town.

Following the completion of the work and stabilization of adjacent soil, the silt fence shall be completely removed from the site and the area restored to its original condition.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

This item shall be measured and paid for by the Contract Unit Price of by the "Linear Foot" complete in place, along the top of the fence.

Overlaps are not considered additional length. This item shall include all materials, labor, and equipment required to furnish, install, maintain, and remove the fence, and shall include site restoration, and removal and disposal of sediment and debris accumulated along the fence.

ITEM 36 - SILT SACK

EACH

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Section 670 and any other relevant sections of the Commonwealth of Massachusetts "Standard Specifications", as directed by the Engineer and the following:

The work to be done under this item consists of furnishing, installing, maintaining, and subsequent removing of a fabric sack to be installed in drainage structures for the protection of wetlands and other resource areas at or adjacent to the project location.

This work also includes the removal and disposal of sediment and debris accumulated by the inlet protection device.

Silt sacks, or approved equal, shall be installed in catch basin within the project limits and as directed by the Engineer.

MATERIALS AND CONSTRUCTION METHODS: The silt sack shall be as manufactured by Atlantic Construction Fabrics, Inc. (or approved equivalent), for a 2-feet x 2-feet opening under regular flow conditions.

The filter material shall be installed in accordance with the

construction detail shown on the plans. Silt sacks shall remain in-place until placement of the roadway pavement overlay or top course material and the adjacent graded areas have become permanently stabilized by vegetative growth. All materials used for the filter fabric, when they are no longer required, shall become the property of the Contractor and shall be removed from the site.

The Contractor shall inspect the condition of the silt sacks after each rainstorm and during major rain events (greater than or equal to 2 inches of precipitation).

Silt sacks shall be cleaned periodically to remove accumulated debris as required. Silt sacks that have become damaged or defective during construction operations shall be repaired or replaced immediately at no cost to the Town.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

This item shall be measured and paid for by the Contract Unit Price per "Each" location an inlet protection is to be installed complete in place and shall include all materials, labor, and equipment required to furnish, install and maintain, and remove the item, and shall include removal and disposal of sediment and debris accumulated in the inlet protection devices as needed and directed by the Engineer.

ITEM 37 - BALES OF HAY FOR EROSION CONTROL

EACH

SCOPE OF WORK: The work under this item shall conform to the relevant provisions of Section 767 and any other relevant sections of the Commonwealth of Massachusetts "Standard Specifications", as directed by the Engineer, and the following:

This work shall consist of furnishing and placing hay bales as a temporary erosion and pollution control device at the toe of all slopes, around catch basins and/or drainage structures and as directed by the Engineer. Care shall be taken to prevent infiltration of sediment into the suspension of work until corrective measures have been completed.

Hay bales shall consist of rectangular-shaped bales of hay or straw weighing at least 40 pounds per bale. They shall be free from primary noxious weed seeds and rough or woody materials.

Hay bales shall be placed as shown on the plans or as directed by the Engineer to provide for temporary control of erosion or pollution or both. They shall be staked with the required number of stakes. Upon acceptance of the slope, the bales and any trapped sediment shall be removed and the area shall be repaired as necessary and directed by the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

This item shall be measured and paid for based on the Contract Unit Price per "Each" unit installed complete in place and shall include all materials, labor, and equipment required to furnish, install and maintain, and remove the item, and shall include removal and disposal

of sediment and debris accumulated behind the protection devices.

ITEM 38 - TEMPORARY PAVEMENT MARKINGS

LINEAR FOOT

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 860 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

Work under this Item consists of furnishing and applying temporary yellow reflectorized pavement markings at the time of paving and maintaining them for a period not to exceed thirty (30 days).

MATERIAL: Temporary pavement marking shall conform to the requirements of the Standard Specifications for Pavement Markings, M 7.01.16.

METHOD OF CONSTRUCTION: The Contractor shall provide all necessary pavement markings placing them prior to opening the roadway to traffic. Temporary pavement markings shall be placed to assure lane delineation rather than pavement seams. The Contractor will be expected to make all necessary arrangements for this work so that it may be properly coordinated with construction operations.

MEASUREMENT: Temporary pavement markings shall be paid for on the actual length of lines applied.

BASIS OF PAYMENT: The Contractor will be paid the Contract Unit Price per "Linear Foot" for "Temporary Pavement Markings" complete and accepted, which Unit Price shall include full compensation for all labor, equipment, materials and incidental work necessary for the delivery, placing, maintaining and finishing of this Item as shown on the Plans and as directed by the Engineer or designee.

ITEM 39 - PORTABLE CHANGEABLE MESSAGE SIGN

UNIT DAY

SCOPE OF WORK: The work under these items shall conform to the relevant provisions of Sections 850, 860 and any other relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

The portable changeable message sign shall be equipped for nine (9) characters per row, three (3) rows, with three (3) message capabilities. For nighttime use the unit shall be equipped with an automatic dimming device to eliminate glare.

METHOD OF MEASUREMENT: This item shall be measured per unit day for supplying, placing, moving, and maintaining, as approved by the Engineer or designee.

BASIS OF PAYMENT: The Contractor will be paid the contract unit price

per "Unit Day" for "Portable Changeable Message Sign" complete and shall include all materials, labor, equipment, and shall include all other incidental work necessary for completion of this item.

ITEM 40 - STREET SWEEPING

HOUR

SCOPE OF WORK: The work under this item shall consist of sweeping of streets as requested by the Town for the preparation of roadway surface and shall conform to the relevant provisions of any relevant sections of the Commonwealth of Massachusetts Standard Specifications, and the following:

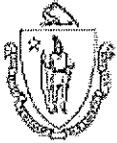
METHOD OF MEASUREMENT: This item shall be measured per unit hour for actual on site street sweeping operations when requested by the Town and approved complete and not included as part of any other items. Street sweeping will not be paid for separately and shall be included in the square yard measurement when Hot Mix Asphalt Milling is to be performed by the Contractor.

BASIS OF PAYMENT: The Contractor will be paid the contract unit price per "Hour" for "Street Sweeping" complete and shall include all tools, materials, labor, equipment, cleaning the surfaces of existing roadways and adjacent areas where required and all other incidental work necessary for final and satisfactory completion of this item as specified.

ATTACHMENT 2

COMMONWEALTH OF MASSACHUSETTS PREVAILING WAGE RATES

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**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

RONALD L. WALKER, II
Secretary
WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYNE E. POLITO
Lt. Governor

Awarding Authority: Town of Plymouth
Contract Number: 21605 **City/Town:** PLYMOUTH
Description of Work: Reclamation and Paving on various roadways
Job Location: Various streets

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER <i>BOILERMAKERS LOCAL 29</i>	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
2	65	\$27.05	\$6.97	\$10.54	\$0.00	\$44.56
3	70	\$29.13	\$6.97	\$11.35	\$0.00	\$47.45
4	75	\$31.22	\$6.97	\$12.16	\$0.00	\$50.35
5	80	\$33.30	\$6.97	\$12.97	\$0.00	\$53.24
6	85	\$35.38	\$6.97	\$13.78	\$0.00	\$56.13
7	90	\$37.46	\$6.97	\$14.59	\$0.00	\$59.02
8	95	\$39.54	\$6.97	\$15.40	\$0.00	\$61.91

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	02/01/2016	\$49.86	\$10.18	\$19.14	\$0.00	\$79.18
BRICKLAYERS LOCAL 3 (QUINCY)	08/01/2016	\$50.76	\$10.18	\$19.22	\$0.00	\$80.16
	02/01/2017	\$51.33	\$10.18	\$19.22	\$0.00	\$80.73

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.93	\$10.18	\$19.14	\$0.00	\$54.25
2	60	\$29.92	\$10.18	\$19.14	\$0.00	\$59.24
3	70	\$34.90	\$10.18	\$19.14	\$0.00	\$64.22
4	80	\$39.89	\$10.18	\$19.14	\$0.00	\$69.21
5	90	\$44.87	\$10.18	\$19.14	\$0.00	\$74.19

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.38	\$10.18	\$19.22	\$0.00	\$54.78
2	60	\$30.46	\$10.18	\$19.22	\$0.00	\$59.86
3	70	\$35.53	\$10.18	\$19.22	\$0.00	\$64.93
4	80	\$40.61	\$10.18	\$19.22	\$0.00	\$70.01
5	90	\$45.68	\$10.18	\$19.22	\$0.00	\$75.08

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

CAISSON & UNDERPINNING BOTTOM MAN LABORERS - FOUNDATION AND MARINE	12/01/2015	\$36.45	\$7.45	\$13.75	\$0.00	\$57.65
	06/01/2016	\$37.20	\$7.45	\$13.75	\$0.00	\$58.40
	12/01/2016	\$38.20	\$7.45	\$13.75	\$0.00	\$59.40

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CAISSON & UNDERPINNING TOP MAN LABORERS - FOUNDATION AND MARINE	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25

For apprentice rates see "Apprentice- LABORER"

CARBIDE CORE DRILL OPERATOR LABORERS - ZONE 2	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CARPENTER CARPENTERS -ZONE 2 (Eastern Massachusetts)	03/01/2015	\$35.75	\$9.80	\$16.48	\$0.00	\$62.03
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2015

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

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (QUINCY)	01/01/2016	\$46.44	\$10.90	\$18.71	\$1.30	\$77.35
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Apprentice - CEMENT MASONRY/PLASTERING - Eastern Mass (Quincy)

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.22	\$10.90	\$12.21	\$0.00	\$46.33
2	60	\$27.86	\$10.90	\$13.71	\$1.30	\$53.77
3	65	\$30.19	\$10.90	\$14.71	\$1.30	\$57.10
4	70	\$32.51	\$10.90	\$15.71	\$1.30	\$60.42
5	75	\$34.83	\$10.90	\$16.71	\$1.30	\$63.74
6	80	\$37.15	\$10.90	\$17.71	\$1.30	\$67.06
7	90	\$41.80	\$10.90	\$18.71	\$1.30	\$72.71

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR LABORERS - ZONE 2	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	12/01/2015	\$44.73	\$10.00	\$14.90	\$0.00	\$69.63
	06/01/2016	\$45.48	\$10.00	\$14.90	\$0.00	\$70.38
	12/01/2016	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	06/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
	12/01/2017	\$48.73	\$10.00	\$14.90	\$0.00	\$73.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$7.85	\$0.00	\$0.00	\$32.61
2	55	\$27.23	\$7.85	\$3.66	\$0.00	\$38.74
3	60	\$29.71	\$7.85	\$3.99	\$0.00	\$41.55
4	65	\$32.18	\$7.85	\$4.32	\$0.00	\$44.35
5	70	\$34.66	\$7.85	\$14.11	\$0.00	\$56.62
6	75	\$37.13	\$7.85	\$14.44	\$0.00	\$59.42
7	80	\$39.61	\$7.85	\$14.77	\$0.00	\$62.23
8	90	\$44.56	\$7.85	\$15.44	\$0.00	\$67.85

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN <i>LABORERS - ZONE 2</i>	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: BURNERS <i>LABORERS - ZONE 2</i>	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 2	12/01/2015	\$36.50	\$7.45	\$13.55	\$0.00	\$57.50
For apprentice rates see "Apprentice- LABORER"						
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 2	12/01/2015	\$36.25	\$7.45	\$13.55	\$0.00	\$57.25
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER LABORERS - ZONE 2	12/01/2015	\$35.50	\$7.45	\$13.55	\$0.00	\$56.50
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
ELECTRICIAN ELECTRICIANS LOCAL 223	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 223*

Effective Date - 09/01/2015

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

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.68	\$0.00	\$0.47	\$0.00	\$16.15
2	42	\$16.47	\$0.00	\$0.49	\$0.00	\$16.96
3	45	\$17.64	\$8.90	\$0.53	\$0.00	\$27.07
4	48	\$18.82	\$8.90	\$3.42	\$0.00	\$31.14
5	50	\$19.61	\$8.90	\$3.55	\$0.00	\$32.06
6	55	\$21.57	\$8.90	\$3.83	\$0.00	\$34.30
7	60	\$23.53	\$8.90	\$4.12	\$0.00	\$36.55
8	65	\$25.49	\$8.90	\$4.39	\$0.00	\$38.78
9	70	\$27.45	\$8.90	\$4.68	\$0.00	\$41.03
10	75	\$29.41	\$8.90	\$4.96	\$0.00	\$43.27

Notes:
Steps are 750 hours

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2016	\$54.53	\$14.43	\$14.96	\$0.00	\$83.92
ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.27	\$14.43	\$0.00	\$0.00	\$41.70
2	55	\$29.99	\$14.43	\$14.96	\$0.00	\$59.38
3	65	\$35.44	\$14.43	\$14.96	\$0.00	\$64.83
4	70	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
5	80	\$43.62	\$14.43	\$14.96	\$0.00	\$73.01

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68

Notes:

Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$40.49	\$10.00	\$14.55	\$0.00	\$65.04
	05/01/2016	\$41.38	\$10.00	\$14.55	\$0.00	\$65.93
	11/01/2016	\$41.97	\$10.00	\$14.55	\$0.00	\$66.52
	05/01/2017	\$42.85	\$10.00	\$14.55	\$0.00	\$67.40
	11/01/2017	\$43.58	\$10.00	\$14.55	\$0.00	\$68.13
	05/01/2018	\$44.29	\$10.00	\$14.55	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$41.93	\$10.00	\$14.55	\$0.00	\$66.48
	05/01/2016	\$42.82	\$10.00	\$14.55	\$0.00	\$67.37
	11/01/2016	\$43.42	\$10.00	\$14.55	\$0.00	\$67.97
	05/01/2017	\$44.31	\$10.00	\$14.55	\$0.00	\$68.86
	11/01/2017	\$45.04	\$10.00	\$14.55	\$0.00	\$69.59
	05/01/2018	\$45.76	\$10.00	\$14.55	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG. ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$21.71	\$10.00	\$14.55	\$0.00	\$46.26
	05/01/2016	\$22.23	\$10.00	\$14.55	\$0.00	\$46.78
	11/01/2016	\$22.58	\$10.00	\$14.55	\$0.00	\$47.13
	05/01/2017	\$23.11	\$10.00	\$14.55	\$0.00	\$47.66
	11/01/2017	\$23.53	\$10.00	\$14.55	\$0.00	\$48.08
	05/01/2018	\$23.96	\$10.00	\$14.55	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 223</i>	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS	09/01/2015	\$32.56	\$8.40	\$9.59	\$0.00	\$50.55
<i>LOCAL 223</i>	09/01/2016	\$33.33	\$8.90	\$9.78	\$0.00	\$52.01
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$36.34	\$10.00	\$14.90	\$0.00	\$61.24
	06/01/2016	\$36.96	\$10.00	\$14.90	\$0.00	\$61.86
	12/01/2016	\$38.00	\$10.00	\$14.90	\$0.00	\$62.90
	06/01/2017	\$38.84	\$10.00	\$14.90	\$0.00	\$63.74
	12/01/2017	\$39.67	\$10.00	\$14.90	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2015	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	06/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE 1</i>	09/01/2015	\$41.59	\$9.80	\$17.53	\$0.00	\$68.92

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.80	\$9.80	\$1.79	\$0.00	\$32.39
2	55	\$22.87	\$9.80	\$1.79	\$0.00	\$34.46
3	60	\$24.95	\$9.80	\$12.16	\$0.00	\$46.91
4	65	\$27.03	\$9.80	\$12.16	\$0.00	\$48.99
5	70	\$29.11	\$9.80	\$13.95	\$0.00	\$52.86
6	75	\$31.19	\$9.80	\$13.95	\$0.00	\$54.94
7	80	\$33.27	\$9.80	\$15.74	\$0.00	\$58.81
8	85	\$35.35	\$9.80	\$15.74	\$0.00	\$60.89

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FORK LIFT/CHERRY PICKER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS) <i>GLAZIERS LOCAL 35 (ZONE 2)</i>	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$7.85	\$0.00	\$0.00	\$27.36
2	55	\$21.46	\$7.85	\$3.66	\$0.00	\$32.97
3	60	\$23.41	\$7.85	\$3.99	\$0.00	\$35.25
4	65	\$25.36	\$7.85	\$4.32	\$0.00	\$37.53
5	70	\$27.31	\$7.85	\$14.11	\$0.00	\$49.27
6	75	\$29.26	\$7.85	\$14.44	\$0.00	\$51.55
7	80	\$31.21	\$7.85	\$14.77	\$0.00	\$53.83
8	90	\$35.11	\$7.85	\$15.44	\$0.00	\$58.40

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.05	\$10.00	\$0.00	\$0.00	\$34.05
2	60	\$26.24	\$10.00	\$14.90	\$0.00	\$51.14
3	65	\$28.42	\$10.00	\$14.90	\$0.00	\$53.32
4	70	\$30.61	\$10.00	\$14.90	\$0.00	\$55.51
5	75	\$32.80	\$10.00	\$14.90	\$0.00	\$57.70
6	80	\$34.98	\$10.00	\$14.90	\$0.00	\$59.88
7	85	\$37.17	\$10.00	\$14.90	\$0.00	\$62.07
8	90	\$39.36	\$10.00	\$14.90	\$0.00	\$64.26

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$24.46	\$10.00	\$0.00	\$0.00	\$34.46
2	60	\$26.69	\$10.00	\$14.90	\$0.00	\$51.59
3	65	\$28.91	\$10.00	\$14.90	\$0.00	\$53.81
4	70	\$31.14	\$10.00	\$14.90	\$0.00	\$56.04
5	75	\$33.36	\$10.00	\$14.90	\$0.00	\$58.26
6	80	\$35.58	\$10.00	\$14.90	\$0.00	\$60.48
7	85	\$37.81	\$10.00	\$14.90	\$0.00	\$62.71
8	90	\$40.03	\$10.00	\$14.90	\$0.00	\$64.93

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 223	09/01/2015	\$38.31	\$8.40	\$11.28	\$0.00	\$57.99
	09/01/2016	\$39.21	\$8.90	\$11.51	\$0.00	\$59.62

For apprentice rates see "Apprentice-ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2015	\$36.88	\$11.00	\$15.85	\$0.00	\$63.73
	03/01/2016	\$37.63	\$11.00	\$15.85	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PLUMBERS & PIPEFITTERS LOCAL 51	09/01/2015	\$36.88	\$11.00	\$15.85	\$0.00	\$63.73
	03/01/2016	\$37.63	\$11.00	\$15.85	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2015	\$43.81	\$11.50	\$13.80	\$0.00	\$69.11
	09/01/2016	\$45.81	\$11.50	\$13.80	\$0.00	\$71.11
	09/01/2017	\$47.81	\$11.50	\$13.80	\$0.00	\$73.11
	09/01/2018	\$50.06	\$11.50	\$13.80	\$0.00	\$75.36
	09/01/2019	\$52.56	\$11.50	\$13.80	\$0.00	\$77.86

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

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.91	\$11.50	\$10.05	\$0.00	\$43.46
2	60	\$26.29	\$11.50	\$10.80	\$0.00	\$48.59
3	70	\$30.67	\$11.50	\$11.55	\$0.00	\$53.72
4	80	\$35.05	\$11.50	\$12.30	\$0.00	\$58.85

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.91	\$11.50	\$10.05	\$0.00	\$44.46
2	60	\$27.49	\$11.50	\$10.80	\$0.00	\$49.79
3	70	\$32.07	\$11.50	\$11.55	\$0.00	\$55.12
4	80	\$36.65	\$11.50	\$12.30	\$0.00	\$60.45

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	09/16/2015	\$42.40	\$7.80	\$20.85	\$0.00	\$71.05
	03/16/2016	\$43.40	\$7.80	\$20.85	\$0.00	\$72.05
	09/16/2016	\$44.05	\$7.80	\$20.85	\$0.00	\$72.70
	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 09/16/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$25.44	\$7.80	\$20.85	\$0.00	\$54.09
2	70	\$29.68	\$7.80	\$20.85	\$0.00	\$58.33
3	75	\$31.80	\$7.80	\$20.85	\$0.00	\$60.45
4	80	\$33.92	\$7.80	\$20.85	\$0.00	\$62.57
5	85	\$36.04	\$7.80	\$20.85	\$0.00	\$64.69
6	90	\$38.16	\$7.80	\$20.85	\$0.00	\$66.81

Effective Date - 03/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.04	\$7.80	\$20.85	\$0.00	\$54.69
2	70	\$30.38	\$7.80	\$20.85	\$0.00	\$59.03
3	75	\$32.55	\$7.80	\$20.85	\$0.00	\$61.20
4	80	\$34.72	\$7.80	\$20.85	\$0.00	\$63.37
5	85	\$36.89	\$7.80	\$20.85	\$0.00	\$65.54
6	90	\$39.06	\$7.80	\$20.85	\$0.00	\$67.71

Notes:

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

Apprentice to Journeyworker Ratio:**

JACKHAMMER & PAVING BREAKER OPERATOR	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
<i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
<i>LABORERS - ZONE 2</i>	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.69	\$7.45	\$12.65	\$0.00	\$38.79
2	70	\$21.81	\$7.45	\$12.65	\$0.00	\$41.91
3	80	\$24.92	\$7.45	\$12.65	\$0.00	\$45.02
4	90	\$28.04	\$7.45	\$12.65	\$0.00	\$48.14

Effective Date - 06/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.45	\$12.65	\$0.00	\$39.09
2	70	\$22.16	\$7.45	\$12.65	\$0.00	\$42.26
3	80	\$25.32	\$7.45	\$12.65	\$0.00	\$45.42
4	90	\$28.49	\$7.45	\$12.65	\$0.00	\$48.59

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2016	\$38.08	\$10.18	\$17.70	\$0.00	\$65.96
	08/01/2016	\$38.78	\$10.18	\$17.78	\$0.00	\$66.74
	02/01/2017	\$39.24	\$10.18	\$17.78	\$0.00	\$67.20

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.04	\$10.18	\$17.70	\$0.00	\$46.92
2	60	\$22.85	\$10.18	\$17.70	\$0.00	\$50.73
3	70	\$26.66	\$10.18	\$17.70	\$0.00	\$54.54
4	80	\$30.46	\$10.18	\$17.70	\$0.00	\$58.34
5	90	\$34.27	\$10.18	\$17.70	\$0.00	\$62.15

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.18	\$17.78	\$0.00	\$47.35
2	60	\$23.27	\$10.18	\$17.78	\$0.00	\$51.23
3	70	\$27.15	\$10.18	\$17.78	\$0.00	\$55.11
4	80	\$31.02	\$10.18	\$17.78	\$0.00	\$58.98
5	90	\$34.90	\$10.18	\$17.78	\$0.00	\$62.86

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2016	\$49.90	\$10.18	\$19.14	\$0.00	\$79.22
	08/01/2016	\$50.80	\$10.18	\$19.22	\$0.00	\$80.20
	02/01/2017	\$51.37	\$10.18	\$19.22	\$0.00	\$80.77

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.95	\$10.18	\$19.14	\$0.00	\$54.27
2	60	\$29.94	\$10.18	\$19.14	\$0.00	\$59.26
3	70	\$34.93	\$10.18	\$19.14	\$0.00	\$64.25
4	80	\$39.92	\$10.18	\$19.14	\$0.00	\$69.24
5	90	\$44.91	\$10.18	\$19.14	\$0.00	\$74.23

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.18	\$19.22	\$0.00	\$54.80
2	60	\$30.48	\$10.18	\$19.22	\$0.00	\$59.88
3	70	\$35.56	\$10.18	\$19.22	\$0.00	\$64.96
4	80	\$40.64	\$10.18	\$19.22	\$0.00	\$70.04
5	90	\$45.72	\$10.18	\$19.22	\$0.00	\$75.12

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) MILLWRIGHTS LOCAL 1121 - Zone 2	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2015

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

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
<i>LABORERS - ZONE 2</i>	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2015	\$22.27	\$10.00	\$14.90	\$0.00	\$47.17
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$22.66	\$10.00	\$14.90	\$0.00	\$47.56
	12/01/2016	\$23.31	\$10.00	\$14.90	\$0.00	\$48.21
	06/01/2017	\$23.82	\$10.00	\$14.90	\$0.00	\$48.72
	12/01/2017	\$24.34	\$10.00	\$14.90	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2015	\$26.08	\$10.00	\$14.90	\$0.00	\$50.98
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$26.54	\$10.00	\$14.90	\$0.00	\$51.44
	12/01/2016	\$27.29	\$10.00	\$14.90	\$0.00	\$52.19
	06/01/2017	\$27.89	\$10.00	\$14.90	\$0.00	\$52.79
	12/01/2017	\$28.50	\$10.00	\$14.90	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
<i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.76	\$7.85	\$0.00	\$0.00	\$32.61
2	55	\$27.23	\$7.85	\$3.66	\$0.00	\$38.74
3	60	\$29.71	\$7.85	\$3.99	\$0.00	\$41.55
4	65	\$32.18	\$7.85	\$4.32	\$0.00	\$44.35
5	70	\$34.66	\$7.85	\$14.11	\$0.00	\$56.62
6	75	\$37.13	\$7.85	\$14.44	\$0.00	\$59.42
7	80	\$39.61	\$7.85	\$14.77	\$0.00	\$62.23
8	90	\$44.56	\$7.85	\$15.44	\$0.00	\$67.85

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.23	\$7.85	\$0.00	\$0.00	\$33.08
2	55	\$27.75	\$7.85	\$3.66	\$0.00	\$39.26
3	60	\$30.28	\$7.85	\$3.99	\$0.00	\$42.12
4	65	\$32.80	\$7.85	\$4.32	\$0.00	\$44.97
5	70	\$35.32	\$7.85	\$14.11	\$0.00	\$57.28
6	75	\$37.85	\$7.85	\$14.44	\$0.00	\$60.14
7	80	\$40.37	\$7.85	\$14.77	\$0.00	\$62.99
8	90	\$45.41	\$7.85	\$15.44	\$0.00	\$68.70

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.21	\$7.85	\$0.00	\$0.00	\$28.06
2	55	\$22.23	\$7.85	\$3.66	\$0.00	\$33.74
3	60	\$24.25	\$7.85	\$3.99	\$0.00	\$36.09
4	65	\$26.27	\$7.85	\$4.32	\$0.00	\$38.44
5	70	\$28.29	\$7.85	\$14.11	\$0.00	\$50.25
6	75	\$30.31	\$7.85	\$14.44	\$0.00	\$52.60
7	80	\$32.33	\$7.85	\$14.77	\$0.00	\$54.95
8	90	\$36.37	\$7.85	\$15.44	\$0.00	\$59.66

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$7.85	\$0.00	\$0.00	\$28.53
2	55	\$22.75	\$7.85	\$3.66	\$0.00	\$34.26
3	60	\$24.82	\$7.85	\$3.99	\$0.00	\$36.66
4	65	\$26.88	\$7.85	\$4.32	\$0.00	\$39.05
5	70	\$28.95	\$7.85	\$14.11	\$0.00	\$50.91
6	75	\$31.02	\$7.85	\$14.44	\$0.00	\$53.31
7	80	\$33.09	\$7.85	\$14.77	\$0.00	\$55.71
8	90	\$37.22	\$7.85	\$15.44	\$0.00	\$60.51

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

Painter (Spray or Sandblast, Repaint)	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
Painters Local 35 - Zone 2	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

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

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.24	\$7.85	\$0.00	\$0.00	\$27.09
2	55	\$21.16	\$7.85	\$3.66	\$0.00	\$32.67
3	60	\$23.08	\$7.85	\$3.99	\$0.00	\$34.92
4	65	\$25.01	\$7.85	\$4.32	\$0.00	\$37.18
5	70	\$26.93	\$7.85	\$14.11	\$0.00	\$48.89
6	75	\$28.85	\$7.85	\$14.44	\$0.00	\$51.14
7	80	\$30.78	\$7.85	\$14.77	\$0.00	\$53.40
8	90	\$34.62	\$7.85	\$15.44	\$0.00	\$57.91

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.71	\$7.85	\$0.00	\$0.00	\$27.56
2	55	\$21.68	\$7.85	\$3.66	\$0.00	\$33.19
3	60	\$23.65	\$7.85	\$3.99	\$0.00	\$35.49
4	65	\$25.62	\$7.85	\$4.32	\$0.00	\$37.79
5	70	\$27.59	\$7.85	\$14.11	\$0.00	\$49.55
6	75	\$29.57	\$7.85	\$14.44	\$0.00	\$51.86
7	80	\$31.54	\$7.85	\$14.77	\$0.00	\$54.16
8	90	\$35.48	\$7.85	\$15.44	\$0.00	\$58.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
LABORERS - ZONE 2	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For Apprentice rates see "Apprentice-LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2016	\$39.01	\$7.85	\$16.10	\$0.00	\$62.96
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	07/01/2016	\$39.96	\$7.85	\$16.10	\$0.00	\$63.91
	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.51	\$7.85	\$0.00	\$0.00	\$27.36
2	55	\$21.46	\$7.85	\$3.66	\$0.00	\$32.97
3	60	\$23.41	\$7.85	\$3.99	\$0.00	\$35.25
4	65	\$25.36	\$7.85	\$4.32	\$0.00	\$37.53
5	70	\$27.31	\$7.85	\$14.11	\$0.00	\$49.27
6	75	\$29.26	\$7.85	\$14.44	\$0.00	\$51.55
7	80	\$31.21	\$7.85	\$14.77	\$0.00	\$53.83
8	90	\$35.11	\$7.85	\$15.44	\$0.00	\$58.40

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.98	\$7.85	\$0.00	\$0.00	\$27.83
2	55	\$21.98	\$7.85	\$3.66	\$0.00	\$33.49
3	60	\$23.98	\$7.85	\$3.99	\$0.00	\$35.82
4	65	\$25.97	\$7.85	\$4.32	\$0.00	\$38.14
5	70	\$27.97	\$7.85	\$14.11	\$0.00	\$49.93
6	75	\$29.97	\$7.85	\$14.44	\$0.00	\$52.26
7	80	\$31.97	\$7.85	\$14.77	\$0.00	\$54.59
8	90	\$35.96	\$7.85	\$15.44	\$0.00	\$59.25

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.54	\$7.85	\$0.00	\$0.00	\$26.39
2	55	\$20.39	\$7.85	\$3.66	\$0.00	\$31.90
3	60	\$22.24	\$7.85	\$3.99	\$0.00	\$34.08
4	65	\$24.10	\$7.85	\$4.32	\$0.00	\$36.27
5	70	\$25.95	\$7.85	\$14.11	\$0.00	\$47.91
6	75	\$27.80	\$7.85	\$14.44	\$0.00	\$50.09
7	80	\$29.66	\$7.85	\$14.77	\$0.00	\$52.28
8	90	\$33.36	\$7.85	\$15.44	\$0.00	\$56.65

Effective Date - 07/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.01	\$7.85	\$0.00	\$0.00	\$26.86
2	55	\$20.91	\$7.85	\$3.66	\$0.00	\$32.42
3	60	\$22.81	\$7.85	\$3.99	\$0.00	\$34.65
4	65	\$24.71	\$7.85	\$4.32	\$0.00	\$36.88
5	70	\$26.61	\$7.85	\$14.11	\$0.00	\$48.57
6	75	\$28.52	\$7.85	\$14.44	\$0.00	\$50.81
7	80	\$30.42	\$7.85	\$14.77	\$0.00	\$53.04
8	90	\$34.22	\$7.85	\$15.44	\$0.00	\$57.51

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.02	\$9.80	\$19.23	\$0.00	\$50.05
2	60	\$25.22	\$9.80	\$19.23	\$0.00	\$54.25
3	70	\$29.43	\$9.80	\$19.23	\$0.00	\$58.46
4	75	\$31.53	\$9.80	\$19.23	\$0.00	\$60.56
5	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
6	80	\$33.63	\$9.80	\$19.23	\$0.00	\$62.66
7	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87
8	90	\$37.84	\$9.80	\$19.23	\$0.00	\$66.87

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPELAYER	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
LABORERS - ZONE 2	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice-LABORER"

PLUMBER & PIPEFITTER	09/01/2015	\$36.88	\$11.00	\$15.85	\$0.00	\$63.73
PLUMBERS & PIPEFITTERS LOCAL 51	03/01/2016	\$37.63	\$11.00	\$15.85	\$0.00	\$64.48

Apprentice - PLUMBER/PIPEFITTER - Local 51

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.75	\$11.00	\$1.50	\$0.00	\$27.25
2	50	\$18.44	\$11.00	\$1.50	\$0.00	\$30.94
3	60	\$22.13	\$11.00	\$7.85	\$0.00	\$40.98
4	70	\$25.82	\$11.00	\$11.66	\$0.00	\$48.48
5	80	\$29.50	\$11.00	\$14.20	\$0.00	\$54.70

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.05	\$11.00	\$1.50	\$0.00	\$27.55
2	50	\$18.82	\$11.00	\$1.50	\$0.00	\$31.32
3	60	\$22.58	\$11.00	\$7.85	\$0.00	\$41.43
4	70	\$26.34	\$11.00	\$11.66	\$0.00	\$49.00
5	80	\$30.10	\$11.00	\$14.20	\$0.00	\$55.30

Notes:

Steps 2000hrs. Prior 9/1/05; 40/40/45/50/55/60/65/75/80/85

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC CONTROLS (TEMP.) <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	09/01/2015	\$36.88	\$11.00	\$15.85	\$0.00	\$63.73
	03/01/2016	\$37.63	\$11.00	\$15.85	\$0.00	\$64.48
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2015	\$32.15	\$7.45	\$12.65	\$0.00	\$52.25
	06/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 655</i>	08/01/2008	\$19.76	\$7.16	\$4.21	\$0.00	\$31.13
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

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

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS - ZONE 2	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofer Waterproofing &Roofer Damproofg) ROOFERS LOCAL 33	02/01/2016	\$40.11	\$11.00	\$12.90	\$0.00	\$64.01
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Apprentice - ROOFER - Local 33

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.06	\$11.00	\$3.39	\$0.00	\$34.45
2	60	\$24.07	\$11.00	\$12.90	\$0.00	\$47.97
3	65	\$26.07	\$11.00	\$12.90	\$0.00	\$49.97
4	75	\$30.08	\$11.00	\$12.90	\$0.00	\$53.98
5	85	\$34.09	\$11.00	\$12.90	\$0.00	\$57.99

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2016	\$40.36	\$11.00	\$12.90	\$0.00	\$64.26
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For apprentice rates see "Apprentice- ROOFER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SHEETMETAL WORKER	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.32	\$10.70	\$4.90	\$0.00	\$32.92
2	40	\$17.32	\$10.70	\$4.90	\$0.00	\$32.92
3	45	\$19.49	\$10.70	\$9.79	\$1.20	\$41.18
4	45	\$19.49	\$10.70	\$9.79	\$1.20	\$41.18
5	50	\$21.66	\$10.70	\$10.65	\$1.29	\$44.30
6	50	\$21.66	\$10.70	\$10.90	\$1.30	\$44.56
7	60	\$25.99	\$10.70	\$12.37	\$1.47	\$50.53
8	65	\$28.15	\$10.70	\$13.24	\$1.56	\$53.65
9	75	\$32.48	\$10.70	\$14.97	\$1.74	\$59.89
10	85	\$36.81	\$10.70	\$16.18	\$1.91	\$65.60

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.78	\$10.70	\$4.90	\$0.00	\$33.38
2	40	\$17.78	\$10.70	\$4.90	\$0.00	\$33.38
3	45	\$20.01	\$10.70	\$9.79	\$1.22	\$41.72
4	45	\$20.01	\$10.70	\$9.79	\$1.22	\$41.72
5	50	\$22.23	\$10.70	\$10.65	\$1.31	\$44.89
6	50	\$22.23	\$10.70	\$10.90	\$1.31	\$45.14
7	60	\$26.68	\$10.70	\$12.37	\$1.49	\$51.24
8	65	\$28.90	\$10.70	\$13.24	\$1.59	\$54.43
9	75	\$33.35	\$10.70	\$14.97	\$1.77	\$60.79
10	85	\$37.79	\$10.70	\$16.18	\$1.94	\$66.61

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	01/01/2016	\$54.43	\$8.67	\$15.80	\$0.00	\$78.90
	03/01/2016	\$55.43	\$8.67	\$15.80	\$0.00	\$79.90
	10/01/2016	\$56.58	\$8.67	\$15.80	\$0.00	\$81.05
	03/01/2017	\$57.58	\$8.67	\$15.80	\$0.00	\$82.05

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.05	\$8.67	\$8.55	\$0.00	\$36.27
2	40	\$21.77	\$8.67	\$8.55	\$0.00	\$38.99
3	45	\$24.49	\$8.67	\$8.55	\$0.00	\$41.71
4	50	\$27.22	\$8.67	\$8.55	\$0.00	\$44.44
5	55	\$29.94	\$8.67	\$8.55	\$0.00	\$47.16
6	60	\$32.66	\$8.67	\$8.55	\$0.00	\$49.88
7	65	\$35.38	\$8.67	\$8.55	\$0.00	\$52.60
8	70	\$38.10	\$8.67	\$8.55	\$0.00	\$55.32
9	75	\$40.82	\$8.67	\$8.55	\$0.00	\$58.04
10	80	\$43.54	\$8.67	\$8.55	\$0.00	\$60.76

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.40	\$8.67	\$8.55	\$0.00	\$36.62
2	40	\$22.17	\$8.67	\$8.55	\$0.00	\$39.39
3	45	\$24.94	\$8.67	\$8.55	\$0.00	\$42.16
4	50	\$27.72	\$8.67	\$8.55	\$0.00	\$44.94
5	55	\$30.49	\$8.67	\$8.55	\$0.00	\$47.71
6	60	\$33.26	\$8.67	\$8.55	\$0.00	\$50.48
7	65	\$36.03	\$8.67	\$8.55	\$0.00	\$53.25
8	70	\$38.80	\$8.67	\$8.55	\$0.00	\$56.02
9	75	\$41.57	\$8.67	\$8.55	\$0.00	\$58.79
10	80	\$44.34	\$8.67	\$8.55	\$0.00	\$61.56

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

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

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

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 223

Effective Date - 09/01/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Notes: See Electrician Apprentice Wages
Steps are 750hrs
Telecom Apprentice Wages shall be the same as the Electrician Apprentice Wages
Apprentice to Journeyworker Ratio:2:3

TERRAZZO FINISHERS	02/01/2016	\$48.80	\$10.18	\$19.14	\$0.00	\$78.12
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2016	\$49.70	\$10.18	\$19.22	\$0.00	\$79.10
	02/01/2017	\$50.27	\$10.18	\$19.22	\$0.00	\$79.67

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.40	\$10.18	\$19.14	\$0.00	\$53.72
2	60	\$29.28	\$10.18	\$19.14	\$0.00	\$58.60
3	70	\$34.16	\$10.18	\$19.14	\$0.00	\$63.48
4	80	\$39.04	\$10.18	\$19.14	\$0.00	\$68.36
5	90	\$43.92	\$10.18	\$19.14	\$0.00	\$73.24

Effective Date - 08/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.18	\$19.22	\$0.00	\$54.25
2	60	\$29.82	\$10.18	\$19.22	\$0.00	\$59.22
3	70	\$34.79	\$10.18	\$19.22	\$0.00	\$64.19
4	80	\$39.76	\$10.18	\$19.22	\$0.00	\$69.16
5	90	\$44.73	\$10.18	\$19.22	\$0.00	\$74.13

Notes:
Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER	12/01/2015	\$36.70	\$7.45	\$13.75	\$0.00	\$57.90
LABORERS - FOUNDATION AND MARINE	06/01/2016	\$37.45	\$7.45	\$13.75	\$0.00	\$58.65
	12/01/2016	\$38.45	\$7.45	\$13.75	\$0.00	\$59.65

For apprentice rates see "Apprentice- LABORER"

TEST BORING DRILLER HELPER	12/01/2015	\$35.42	\$7.45	\$13.75	\$0.00	\$56.62
LABORERS - FOUNDATION AND MARINE	06/01/2016	\$36.17	\$7.45	\$13.75	\$0.00	\$57.37
	12/01/2016	\$37.17	\$7.45	\$13.75	\$0.00	\$58.37

For apprentice rates see "Apprentice- LABORER"

TEST BORING LABORER	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
LABORERS - FOUNDATION AND MARINE	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$47.58	\$7.45	\$14.15	\$0.00	\$69.18
	06/01/2016	\$48.33	\$7.45	\$14.15	\$0.00	\$69.93
	12/01/2016	\$49.33	\$7.45	\$14.15	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$49.58	\$7.45	\$14.15	\$0.00	\$71.18
	06/01/2016	\$50.33	\$7.45	\$14.15	\$0.00	\$71.93
	12/01/2016	\$51.33	\$7.45	\$14.15	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$39.65	\$7.45	\$14.15	\$0.00	\$61.25
	06/01/2016	\$40.40	\$7.45	\$14.15	\$0.00	\$62.00
	12/01/2016	\$41.40	\$7.45	\$14.15	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$41.65	\$7.45	\$14.15	\$0.00	\$63.25
	06/01/2016	\$42.40	\$7.45	\$14.15	\$0.00	\$64.00
	12/01/2016	\$43.40	\$7.45	\$14.15	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & PIPEFITTERS LOCAL 51</i>	09/01/2015	\$36.88	\$11.00	\$15.85	\$0.00	\$63.73
	03/01/2016	\$37.63	\$11.00	\$15.85	\$0.00	\$64.48
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Additional Apprentice Information:

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

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

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

NAME OF BIDDER:

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

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

Bids must be received by 11:00 a.m., Friday, March 11, 2016.

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

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

The undersigned bidder hereby certifies:

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

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

The bid is based upon the payment to laborers to be employed on the project of wages in an amount not less than the applicable prevailing wage rates established for the project by the Massachusetts Division of Occupational Safety. The undersigned bidder agrees, in addition to any other rights and remedies available to the Awarding Authority, to indemnify the Awarding

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

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

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to G.L. c.149, S44A.

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

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

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

It is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

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

The Bidder understands and agrees that the estimated quantities for unit price pay items are not guaranteed, are approximate only, and are included solely for the purpose of comparison of bids, and that it

shall be paid no more than its unit prices for all unit price work, even if such work greatly exceeds the estimated quantities. The Bidder also understands and agrees that the Owner does not expressly or by implication guaranty or warrant the nature and extent of the materials or conditions that may be encountered below the surface of the ground.

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

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

ITEM#	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	UNCLASSIFIED EXCAVATION	4,000	CY		
2	PAVEMENT MILLING	100,000	SY		
3	PAVEMENT MILLING (AREAS 2'-4' WIDE)	10,000	SY		
4	SAWCUT OF DRIVEWAYS & LIMITS OF WORK	1,000	LF		
5	DRIVEWAY EXCAVATION & PREPARATION	4,000	SY		
6	RECLAMATION & FINE GRADING (GREATER THAN 5,000 SY)	10,000	SY		
7	RECLAMATION & FINE GRADING (2,500-5,000 SY)	10,000	SY		
8	RECLAMATION & FINE GRADING (LESS THAN 2,500 SY)	10,000	SY		
9	FINE GRADING & COMPACTING OF EXISTING GRAVEL ROAD	10,000	SY		
10	CALCIUM CHLORIDE FOR ROADWAY DUST CONTROL	10,000	LB		
11	CRUSHED STONE	500	TON		
12	DENSE GRADED CRUSHED STONE	500	TON		
13	HOT MIX ASPHALT (OVER 500 TONS)	10,000	TON		
14	HOT MIX ASPHALT (100-500 TONS)	2,000	TON		
15	HOT MIX ASPHALT (40-100 TONS)	2,000	TON		
16	HOT MIX ASPHALT (DRIVEWAYS & HANDWORK)	2,000	TON		
17	BITUMEN FOR TACK COAT	10,000	GAL		

18	HOT POURED RUBERIZED ASPHALT SEALER	20,000	LF		
19	ADJUST-WATER GATE	100	EA		
20	ADJUST-STRUCTURE	100	EA		
21	LOWER & RESET-WATER GATE FOR RECLAMATION	100	EA		
22	LOWER & RESET-STRUCTURE FOR RECLAMATION	100	EA		
23	TEMPORARY RAMPING OF RAISED CASTINGS	100	EA		
24	TEMPORARY RAMPING AT PAVING LIMITS	100	TON		
25	CATCH BASIN (4' DIA)	10	EA		
26	CATCH BASIN (5' DIA)	10	EA		
27	MANHOLE (4' DIA, UP TO 9')	10	EA		
28	GUTTER INLET	10	EA		
29	FRAME & GRATE (OR COVER) MUNICIPAL STD	10	EA		
30	12 INCH CORRUGATED PLASTIC (POLYETHYLENE) PIPE	100	LF		
31	12 INCH HOOD (THE ELIMINATOR) MUNICIPAL STD	10	EA		
32	STRUCTURE-REBUILT BELOW 20 INCHES	10	FT		
33	LOAM BORROW	1,000	CY		
34	SEEDING	1,000	SY		
35	SEDIMENTATION FENCE	1,000	LF		
36	SILT SACK	50	EA		
37	BALES OF HAY	50	EA		
38	TEMPORARY PAVEMENT MARKINGS	1,000	LF		
39	PORTABLE CHANGEABLE MESSAGE SIGN	100	UD		
40	STREET SWEEPING	8	HR		
TOTAL BID					\$
TOTAL BID (IN WORDS)					

NOTE:

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

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF ADDENDA # _____ *

*To be filled in by bidder if addenda are issued.

PLEASE NOTE ANY EXCEPTIONS ON SEPARATE CONTRACTOR LETTERHEAD.

BIDDER _____

AUTHORIZED SIGNATURE

COUNTY _____

Printed Name and Title

STATE OF INCORPORATION _____

PHONE _____

Date Offered

FAX _____

E-MAIL _____

TAX I.D. NUMBER _____

TOWN OF PLYMOUTH
REFERENCES OF BIDDER

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

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

REFERENCES:

Signed:

Name of Person Authorized to Sign for the Bidder

Title

Date

DELEGATION OF AUTHORITY

At a meeting of the Board of Directors of the _____
(Name of Corporation)

_____ duly called and held on _____
(Date)

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

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

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

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

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

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

_____ of _____
(Title) (Name of Corporation)

and not otherwise.

ATTEST: _____ DATE: _____

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