



**TOWN OF HOLLISTON
BOARD OF SELECTMEN**

**703 Washington Street
Holliston, MA 01746**

508-429-0608

***TOWN OF HOLLISTON
INVITATION TO BID
FOR THE
UPPER CHARLES RIVER RAIL TRAIL
"8 ARCH BRIDGE RESTORATION PROJECT"***



Board of Selectmen Vote to Release Bid Document: Monday, August 7, 2017
Central Register Publication Date: Wednesday, August 23, 2017
Post to COMMBUYS: Wednesday, August 23, 2017
Milford Daily News Publication Date: Thursday, August 23, 2017
Post to Town's Web Page: Thursday, August 23, 2017
Post Town Hall: Thursday, August 23, 2017
Response Date: Friday, September 22, 2017, 12 noon, Holliston Town Hall

**Town of Holliston
Invitation to Bid
8 ARCH BRIDGE RESTORATION PROJECT**

The Town of Holliston, acting through its Board of Selectmen, hereby invites sealed bids for the restoration of the Bogastow Brook Viaduct, locally known as the "8 Arch Bridge" located across the street from 163 Woodland Street, Holliston, MA, pursuant to M.G.L. Chapter 30, Section 39M.

Bid documents and specifications may be obtained from the Office of the Board of Selectmen, Room 103, Town Hall, 703 Washington Street, Holliston, MA 01746, (Tel. 508-429-0608) between the hours of 8:30a.m. and 4:30p.m., Monday, Wednesday, Thursday; and until 7:00p.m. Tuesday; and 1:00p.m. Fridays. Sealed bids must be submitted to the same office, clearly labeled "Holliston Board of Selectmen, 8 Arch Bridge Restoration Project" by Friday, September 22, 2017 at 12 noon at which time and place they will be publicly opened read aloud and taken under advisement. Each bid must be accompanied by a bid deposit in the form of cash, or a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Town of Holliston, in an amount equal to 5% of the total bid price.

In the event a bid is not accepted, the deposit will be returned to the proposer. Bids may not be withdrawn within thirty (30) days after the date of opening. The Board of Selectmen are the awarding authority and reserve the right to reject any and all bids and to make such award as it may determine to be in the best interests of the Town of Holliston.

Bidders may provide proof of current MassDOT certification, class of work, bridge deck repairs, bridge joints, bridge culverts, bike paths etc. historic bridge repairs and restoration preferred.

Board of Selectmen
Mark Ahronian, Clerk

TOWN OF HOLLISTON HOLLISTON BOARD OF SELECTMEN

INVITATION TO BID 8 ARCH BRIDGE RESTORATION PROJECT

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TOWN OF HOLLISTON BOARD OF SELECTMEN

PURPOSE

The purpose of the Invitation to Bid is to solicit bids for the restoration of the 8 Arch Bridge.

INSTRUCTIONS FOR INVITATION TO BID

This Invitation to Bid invites qualified and responsible bidders to submit bids pursuant to Massachusetts General Law Chapter 30, §39M to restore the 8 Arch Bridge located across the street from 163 Woodland Street, Holliston, MA. The bridge is part of the Upper Charles River rail trail network and is owned by the Town of Holliston.

The preparation of the bid response shall be at the expense of the respondent. It is the sole responsibility of the respondent to fully examine this Invitation to Bid including all specifications, plans, other related documents, attachments and referenced documents including any and all files related to the project at the Town Planner's Office or retained by the Rail Trails Committee, Chairman, Robert Weidknecht; or Jay Robinson, Chairman, 8 Arch Bridge Restoration Committee, Chairman. Including any and all documents prepared on behalf of the Town by Gill Engineering for this project.

Questions shall be addressed in writing to Jeff Ritter, Town Administrator, Town Administrator's Office, Holliston Town Hall, 703 Washington Street, Holliston, MA 01746-2168 and received at least one (1) week prior to the submission deadline of Friday, September 22, 2017 at 12 noon. Any questions that may arise at any time before this date, will be answered in writing. All questions and answers will be shared with everyone who has requested a copy of this Invitation to Bid.

A Pre-Submission Conference and onsite tour of the property will be held at 10:00 A.M. on Friday, September 8, 2017.

The 8 Arch Bridge is located across the street from 163 Woodland Street, Holliston, MA. A locus map and directions to this location are attached.

Eight (8) copies of the bid shall be returned on or before 12 noon on Friday, September 22, 2017, in a sealed envelope clearly marked "Holliston Board of Selectmen, 8 Arch Bridge Restoration Project."

Jeff Ritter
Town Administrator
Holliston Town Hall
703 Washington Street
Holliston, MA 01746-2168

All bids submitted become the property of the Town of Holliston and will be subject to applicable Public Records Laws. Respondents to this Invitation to Bid will be able to correct or

modify their proposals, but must submit these additions in writing to the above contact person and address prior to the bid deadline. Respondents may also withdraw their proposals at any time prior to the date bids are due, by sending written notice to Jeff Ritter at the address above, fax at 508-429-0642, or e-mail ritterj@holliston.k12.ma.us.

The Town of Holliston reserves the right to reject any and all bids or to cancel the bid process if for any reason it is determined that decision would be in the best interests of the Town.

The Town of Holliston makes no representations or warranties, express or implied, as to the accuracy and/or completeness of the information provided in this Invitation to Bid.

For more details on the Invitation to Bid Submission and Selection Process see Section V of this solicitation.

INTRODUCTION

Holliston is a residential community located approximately 22 miles southwest of Boston in Middlesex County. Population growth has placed enormous pressures on the housing market, especially between 1960 and 1970 when the population nearly doubled in size. The rate of growth has slowed since then, but the Town is still gaining new residents who have been accommodated through comparable growth in the housing stock. Holliston now has almost 5,000 housing units more than 85% of which are owner-occupied, single-family houses on lots that are at least 30,000 square feet with average price of at least \$380,000 according to sales data. To afford this average house price a household would have to earn more than \$100,000 annually.

The Town of Holliston Board of Selectmen, as authorized by Town Meeting is making the 8 Arch Bridge Restoration Project available to public bidding in order to accommodate the growing demand for passive recreational opportunities and is part of the Town's expanding rail trail, biking and walking network from Milford, MA to Sherborn, MA.

In October 2014, the Bogastow Brook Viaduct was recognized by Preservation Massachusetts to be one of the most endangered historic resources in Massachusetts.

PROPERTY DESCRIPTION

The Bogastow Brook Viaduct on Woodland Street is a key component of the 6.5 mile rail trail network in Holliston. The viaduct is a granite, field stone, concrete block, and brick type masonry, spanning 8 arches and was originally constructed to bridge the Bogastow Brook to accommodate railroad traffic and was most recently owned by CSX Railroad. The bridge has not been in use for several years.

The span of the bridge is approximate 100 yards.

All bidders are responsible for their own due diligence on all aspects of the Project, including any and all Conservation, Zoning, Health, and Planning Board approvals.

PROGRAM GUIDELINES

A. Goals, Objectives, Criteria, Conditions

The Town would like to have the project completed by the Spring of 2018.

- The bid shall include a listing of time and materials
- Estimated completion date
- Details on staging area
- Itemized list of materials to be used
- The name of the daily project supervisor
- Complete listing of all sub-contractors to be used if any
- Three (3) professional references
- Three (3) recently completed projects or similar
- Order of Conditions from the Conservation Commission
- Police details may be needed
- Excess materials may not be removed from the Rail Trail
- Construction fence/gates located at both ends of the bridge
- Prevailing Wage Rates Apply to this project

REDUCTION IN SCOPE OF WORK

A. The Town reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the Contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on the work omitted.

1.21 EXECUTION OF AGREEMENT

A. The Bidder whose Bid is accepted will be required and agrees to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the Bid after notification that the AGREEMENT is ready for signature.

B. The Bidder whose Bid is accepted upon his failure or refusal to duly execute the AGREEMENT and furnish the required CONTRACT BONDS within the time limit stated in the BID, shall forfeit to the Owner as liquidated damages for such failure or refusal, the surety deposited with his BID.

1.22 INSURANCE CERTIFICATES

A. The Contractor will not be permitted to start any construction work until he has submitted certificates covering all insurances called for under the Agreement and SECTION 00850, Paragraph 22, titled "Insurance, including Supplement C." The Contractor shall submit said certificates using the forms supplied under said subsection.

1.23 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. The bidder must agree to commence work on or before the date specified in the written "NOTICE TO PROCEED" issued by the Owner, and/or Engineer acting on behalf of the Owner, and to fully complete the project within the time specified in Table A of the Agreement, after the date specified in the written "NOTICE TO PROCEED" as stipulated in Table A of the

AGREEMENT. The bidder must further agree to pay as liquidated damages to the Owner, the sum as specified in Table A of the Agreement for each consecutive calendar day thereafter as hereafter provided in the AGREEMENT.

1.24 LAWS AND REGULATIONS

A. The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and rules and regulations or authorities having jurisdiction over construction of the project, shall apply to the Contract throughout, and shall be deemed to be included in the Contract the same as though herein written out in full.

1.25 WORK ON STATE, MUNICIPAL AND PRIVATE PROPERTY

A. Particular attention is hereby directed to the fact that portions of the Work included under this Contract maybe be done within the limits of properties that are State-owned, municipal-owned, or privately owned. The Contractor shall be responsible for coordinating the prosecution of the Work of this Contract with the property owner and for providing work in accordance with any additional requirements as specified herein.

1.26 STATE SALES AND USE TAX

A. Materials and equipment purchased for installation under this Contract are exempt from the Massachusetts Sales Tax. The Contractor shall file for exemption on behalf of the Owner with the State of Massachusetts Department of Taxation as required by law. The exemption from the Sales Tax shall be taken into account by the Contractor during bidding.

SEQUENCE OF OPERATIONS

A. The Contractor must submit to the Engineer within fourteen (14) calendar days after execution of the Contractor Documents, a sequence of operations, giving detailed plans and schedules of his operation. Said sequence of operations shall be reviewed and must be approved by the Owner and Engineer prior to the start of the Work. The Owner reserves the right to limit or, if found necessary and/or required, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest to do so.

B. The Contractor shall have no claim for additional compensation or damage on account of any such delays and/or required sequence of operations.

C. The Contractor shall maintain uninterrupted utility services at all times, and plan his work accordingly.

D. The Contractor shall coordinate his activities with any other contract and/or contractor to complete the Work as detailed on the Plans and Specifications.

1.31 WETLANDS AND WATERWAYS

A. The Contractor's attention is directed to the fact that a portion of the work may be located within and/or immediately adjacent to wetlands and waterways. Work within these areas is subject to the jurisdiction of the Massachusetts Department of Environmental Protection. All requirements and/or control measures deemed necessary by the Department shall be strictly adhered to throughout the duration of this Contract.

B. The Contractor shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of requirements set forth by the Department of Environmental Management and Coastal Resource Management Council regarding the wetlands and waterways encountered during construction.

B. Regulatory Requirements

The Project will involve the need to secure a number of local permits. For example, from the Conservation Commission and Building Departments. Permit fees will be waived by the Board of Selectmen.

C. Obligations of the Contractor

In addition to securing the necessary regulatory approvals for the Project, the developer must insure that the Project meets the requirements set forth by the Board of Selectmen as well as the Rail Trail Committee and the 8 Arch Bridge Committee.

The Contractor is responsible for securing private construction financing which may include an equity contribution and personal guarantees, if required. In addition, the selected Contractor must comply with all specifications and arrange for timely commencement and completion of the Project. The plans and specifications, including a schedule of costs, are subject to the review and approval of the Holliston Board of Selectmen or their designee.

D. Implementation Guidelines

Following the selection of a Contractor, the Holliston Board of Selectmen anticipates the following basic sequence of events as part of the restoration process.

Selection of a Contractor, award letter, notice to proceed, execution of a construction contract.

E. SUBMISSION AND SELECTION PROCESS

The Invitation to Bid application package will be available starting at 9:00 A.M. on Thursday, August 14, 2017, at the Town Administrator's Office at Holliston's Town Hall, 703 Washington Street, Holliston, MA 01746-2168.

Contractors intending to bid on this project must have MassDOT Contractor Prequalification. Vendors seeking "INFORMATIONAL ONLY" bid documents can do so without having prequalification, however this set of documents will be for "Information Only" and not for submittal of an official bid to the Town.

Bids must be returned in a sealed envelope clearly marked "Holliston Board of Selectmen, 8 Arch Bridge Restoration Project, including eight (8) copies of the complete bids must be received by 12 noon on Friday, September 22, 2017, at the same location addressed to:

**Jeff Ritter
Town Administrator
Holliston Town Hall
703 Washington Street
Holliston, MA 01746 – 2168.**

Late bids will not be accepted.

BID PROPOSAL

To the Town of Holliston, Massachusetts, herein called the "Owner", for:

"Town of Holliston, Massachusetts, Upper Charles River Rail Trail – 8 Arch Bridge Restoration"

The Undersigned, as a bidder herein referred to as singular and masculine, declares as follows:

1. The only parties interested in this BID as Principals are named herein;
2. This BID is made without collusion with any other person, firm, or corporation;
3. No officer, agent, or employee of the Owner is directly or indirectly interested in this BID;
4. He has carefully examined the site of the proposed Work and fully Informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attendant upon its execution and the accuracy of all estimated quantities stated in this BID, and he has carefully read and examined the Drawings, the annexed proposed AGREEMENT and the Specifications and other Contract Documents therein referred to and knows and understands the terms and provisions thereof;
5. He understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and conference without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID;
6. And he understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer; and he agrees that, if this BID is accepted he will contract with the Owner, as provided in the copy of the Contract Documents deposited in the office of the Engineer, this BID form being part of said Contract Documents, and that he will perform all the work and furnish all the materials and equipment, and provide all labor, services, plant, machinery, apparatus, appliances, tools, supplies and all other things required by the Contract Documents in the manner and within the time therein prescribed and according to the requirements of the Engineer as therein set forth, and that he will take in full

payment therefore the lump sum or unit price acceptable to each item of the work as stated in the schedule below. (Note: Bidders must bid on each item. All entries in the entire BID must be made clearly and in ink; prices bid must be written in both words and figures.) In case of discrepancy, the amount shown in words will govern.

(Bidders should insert extended item prices obtained from quantities and unit prices.)

Each bid must be accompanied by a certified treasurer's or cashier's check issued by, a responsible bank or trust company and payable to the order of the Town of Holliston, Massachusetts or by a bid bond prepared on the form of BID BOND attached hereto duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety. The check or bid bond shall be in the sum of five percent of the bid and shall be enclosed in the sealed envelope containing the Bid.

The Bidder whose Bid is accepted agrees to furnish the Contract Bonds in the forms which follow titled CONTRACT BONDS, each in the sum of the full amount of the Bid and/or Contract Price as determined by the Engineer, and duly executed and acknowledged by the said bidder as Principal and by a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Owner, as Surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

The Bidder to be considered responsive shall complete and submit the BID as listed in the bid form.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, s/he will accept compensation as stipulated therein in full payment for such extra work.

If this BID is accepted by the Owner, the undersigned agrees to complete the entire work provided to be done under the Contract within the time stipulated in the AGREEMENT.

Should the bidder fail to fulfill any of his/her agreements as herein above set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid check or cash which shall become the Owner's property. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety.

Bidder agrees to perform all the work described in the Contract Documents and Bid Form at the unit price(s)/lump sum(s) as stated in the Bid Form for a total amount of

(\$ _____)

ATTENTION IS DRAWN TO THE RAILINGS. A SEPARATE PRICE QUOTATION IS TO BE PROVIDED AS AN ALTERNATE FOR THE RAILINGS.

All prices, except at the extended totals, shall be stated in both words and figures. In the event of a discrepancy between the price in words and the price in figures, the written word shall govern. In the event of a discrepancy between mathematical totals and the totals stated, the mathematical totals shall govern.

All prices shall be typewritten or written by hand (printed) in black ink.

BID ITEMS

Item No.	Approx. Qty.	Item Description	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
		Per _____				

Total Bid in figures \$ _____

Total Bid in words _____

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provisions of the annexed form of AGREEMENT, he will accept compensation as stipulated therein as full payment for such extra work.

If the Bid is accepted by the OWNER, the undersigned agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and complete the entire work provided to be done under this Contract within the time stipulated in Table "A" of the AGREEMENT. If this bid is accepted by the Owner, the undersigned, also agrees to comply with the provisions of Section 1.14 "Liquidated Damages" and Table A of the AGREEMENT.

As provided in the INFORMATION FOR BIDDERS, the bidder hereby agrees that he will not withdraw this BID, within 90 consecutive calendar days after the actual date of the opening of Bids, and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required CONTRACT BONDS within fourteen (14) consecutive calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the bidder fail to execute any of his agreements as hereinabove set forth, the Owner shall have the right to retain as liquidated damages, the Bid Security attached in the sum of (5 percent of Total Bid) _____

_____ Dollars,
(\$ _____) which shall become the Owner's property for the delay and additional expense to the Owner caused thereby. If a bid bond was given, it is agreed that the amount thereof shall be paid as liquidated damages to the Owner by the Surety. (Bidder must fill in this blank.)

The bidder hereby acknowledges the receipt of, and has included in this BID, the following Addenda:

(To be filled in by Bidder, if Addenda are issued.)

Addendum No. , dated _____
Addendum No. , dated _____
Addendum No. , dated _____

The bidder, by submittal of this BID, agrees with the Owner that the amount of the bid security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the bidder to fulfill his agreements as above provided.

(SEAL) _____

(Name of Bidder)

By _____
(Signature and title of authorized representative)

(Business address)

(City and State)

Date _____

The bidder is a corporation incorporated in the State (or Commonwealth) of _____ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address, if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

(Add supplementary page if necessary)

**TOWN OF HOLLISTON
8 ARCH BRIDGE COMMITTEE
703 WASHINGTON ST., HOLLISTON, MA 01746
< PRELIMINARY ESTIMATE OF QUANTITIES AND COST OF BRIDGE PROJECT >**

Town - City Holliston
Road Upper Charles Rail Trail
 Type: Bridge Preservation
 August 16, 2017

SUB-ITEM	QUANTIT Y	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
			BREAKDOWN OF ITEM 992.1 ALTERATION TO BRIDGE STRUCTURE (LUMP SUM)		
100.9	1	LS	Contractor Survey, Alignment, and Grading Plan		
127.1	50	CY	Reinforced Concrete Excavation		
140	100	CY	Bridge Excavation		
657.	40	FT	Temporary Fence		
852.	50	SF	Safety Signing for Traffic Management		
853.1	3	EA	Portable Breakaway Type III Barricade		
904.41	70	CY	4000 PSI 3/4 in. 585 HP Cement Concrete (Precast)		
904.42	30	CY	4000 PSI 3/4 in. 585 HP Cement Concrete (Cast-In-Place)		
909.4	380	CF	High Early Strength Cement Grout (Non-Shrink)		
910.1	24,670	LB	Steel Reinforcement for Structures - Epoxy Coated		
975.6	576	FT	Steel Railing (2 Rails)		
			TOTAL LUMP SUM OF ITEM 992.1	\$	-

CERTIFICATE OF AUTHORIZATION FOR BIDDING REPRESENTATIVE

(Note: Bidder must complete for certification of authorized representative signing Bid.)

At a duly authorized meeting of the Board of Directors of the

_____ held on _____,
(Name of Corporation) (Date)

at which all the Directors were present or waived notice, it was voted that

(Name of Authorized Representative) (Title)

of this company shall be, and hereby is, authorized to execute bidding documents, contracts and bonds in the name and on behalf of said company, and to affix the corporate seal thereto, and such execution of any contract obligation in this company's name on its behalf of such

_____ under seal of the company shall be valid and binding upon this company.
(Title)

A true copy

ATTEST

(Clerk)

Place of Business

I hereby certify that I am the clerk of the
(Name of Corporation)

_____, that _____
(Name of Authorized Representative)

is the duly elected _____ of said company, and that the
(Title)

above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Corporate

(Clerk) Seal

STATEMENT OF BIDDERS' QUALIFICATIONS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work, as bid upon, in accordance with the contract drawings and specifications. This statement must be notarized. All questions must be answered. Additional data may be submitted on separate attached sheets.

1. Name of Bidder _____
2. Permanent Main Office Address _____
3. Official Mailing Address for This Contract _____
4. When Organized? _____
5. Where Incorporated, If a Corporation _____
6. Years Contracting under Present Name _____
7. List contracts on hand, and those completed similar in nature to this kind of project.

Owner	Engineer	Contract	Description	Contract Amount	Completion Date
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

8. List any work the firm has failed to complete, state where and why.

9. If you have ever defaulted on any contract, state where and why.

10. List full names and residences of all principals (i.e. Officers, Directors, Partners, Owners) interested in this bid.

Name	Residence	Title	Firm
------	-----------	-------	------

11. State name(s) and qualifications of resident supervisor(s) for this project.

12. List major equipment available for this project and identify ownership or rental.

13. Will you furnish a detailed financial statement and other information, requested by the Owner?

14. List bank references for verifying financial ability of your company.

Name

Address

15. The undersigned hereby authorized and requests any person, firm or corporation, to furnish all information requested by the Owner and/or its designated agents relative to the recitals comprising this Statement of the Bidder's Qualifications.

Dated this _____ day of _____ 20__.

(Name of Bidder)

By: _____

(Title)

State of _____

County of _____

_____ being duly sworn in person, deposes and says

that he is _____ of _____,
(Title) (Name of Bidder)

that he is the firm's duly authorized agent to execute these contract documents, and that the answers to the foregoing questions and all statements therein contained are correct and true.

Subscribed and sworn to before me this _____ day of _____ 20__.

(SEAL)

(Notary Public)

(My Commission Expires)

STATEMENT OF PROPOSED SUBCONTRACTORS

The following shall accompany the bid and is required as evidence of the bidder's qualifications to perform the work as bid upon, in accordance with the contract drawings and specifications. The Bidder must state the names and appurtenant information of all major subcontractors he proposed to use to complete the work as bid upon. Additional data may be submitted on separate attached sheets.

If subcontractors are not to be used to complete the Work and/or any portion thereof, as herein bid upon, the Bidder must acknowledge by writing "NONE" _____.

Description of Work

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Description of Work _____

Approximate percentage of Total Bid _____

Proposed Subcontractor, Name _____

Address _____

Bidder to insert description of work, percentage of Total BID, and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this contract.

Date _____

Bidder

(Name of Bidder)

By: _____
(Signature)

(Title)

(Business Address)

(City and State)

**STATEMENT OF TAX COMPLIANCE
MASSACHUSETTS GENERAL LAWS, CHAPTER 62C, SECTION 49A
"8 ARCH BRIDGE RESTORATION PROJECT"
HOLLISTON, MA**

**Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the
Penalties of perjury that _____ has fully complied with all laws of
Name of Entity
the Commonwealth of Massachusetts relating to the payment of taxes.**

Name: _____

Address: _____

Signature: _____

Name & Title of Signatory: _____

Date: _____

Federal Tax ID or Social Security Number: _____

ATTACHMENT
Map and Directions to Pre-Submission Conference
“8 ARCH BRIDGE RESTORATION PROJECT”
HOLLISTON, MA

From Route 495

Take Route 495 to Route 16 East toward Holliston approximately 5 miles look on your left for Town Hall. Proceed to Linden Street on your right. Take Linden Street to the end turn left onto Woodland. The project location will be on your right approximately 2 miles.

ATTACHMENT
Assessor's Data & Map
"8 ARCH BRIDGE RESTORATION PROJECT"
HOLLISTON, MA

PARCEL_ID: 136/001.0-0001-0052.4 MAP 001.0

BLOCK 0001

LOT 0052.4

PARCEL ADDRESS: 0 RAIL ROAD BED

as of: 8/15/2017

PARCEL INFORMATION

Owner#1: TOWN OF HOLLISTON
Owner#2:
Address#1: 703 WASHINGTON ST
Address#2: HOLLISTON MA 01746

Use-Code: 997
Tax Class: E
Tot Flr Area: 0
Tot Land Area: 6.576

Sale Price: 700000
Sale Date: 8/4/2016
Sale Type: L
Sale Valid: K
Grantor: CSX TRANSPORTATION INC

Book: 67751
Page: 265
Cert/Doc:

Inspect Date:
Meas Date:
Entrance:
Collect ID:
Inspect Reas:

Road Type: N
Rd Condition: N
Traffic: N
Water: NO
Sewer: NO
Exempt-B/L%: /
Resid-B/L%: /
Comm-B/L%: /
Indust-B/L%: /
Open Sp-B/L%: /

COMMERCIAL SECTIONS/GROUPS

Section: ID	Use-Code	Section: ID	Use-Code	Section: ID	Use-Code
Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:	Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:	Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:	Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:	Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:	Category: Grnd-Fl-Area: Story Height: Bldg-Class: Yr-Built: Eff-Yr-Built: Cost Bldg:
Id Cd B-FL-A Flrs Unt	Id Cd B-FL-A Flrs Unt	Id Cd B-FL-A Flrs Unt	Id Cd B-FL-A Flrs Unt	Id Cd B-FL-A Flrs Unt	Id Cd B-FL-A Flrs Unt

SKETCH

LAND INFORMATION

NBHD CODE: 96 NBHD CLASS: 6 ZONE: I
Seg Type Code Method Sq-Ft Acres Infl-u-1/2/3 Value Class

1 R 442 A 286451 6.576 N 37877

DETACHED STRUCTURE INFORMATION

Str Unit Msr-1 Msr-2 E-YR-Blt Grade Cond %Good P/F/E/R Cost Class

VALUATION INFORMATION

Current Total: 37900 Bldg: 0 Land: 37900 MktLnd: 37900
Prior Tot: 37900 Bldg: 0 Land: 37900 MktLnd: 37900

PHOTO

**ATTACHMENT
CERTIFICATE OF NON-COLLUSION
"8 ARCH BRIDGE RESTORATION PROJECT"
HOLLISTON, MA**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business

Signature of Individual Corporate Name

Signature of individual submitting bid or proposal

Social Security Number or Federal Identification Number

**ATTACHMENT
SPECIFICATIONS PREPARED BY GILL ENGINEERING
"8 ARCH BRIDGE RESTORATION PROJECT"
HOLLISTON, MA**

TECHNICAL SPECIFICATIONS 8/16/2017

**TOWN OF HOLLISTON
BOGASTOW BROOK VIADUCT
UPPER CHARLES TRAIL OVER BOGASTOW BROOK
BRIDGE PRESERVATION**

**SPECIAL PROVISIONS TO THE
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION
STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES**

DIVISION II

The work on this project shall conform to the 1988 Massachusetts Department of Transportation Highway Division Standard Specifications for Highways and Bridges, the July 1, 2015 Supplemental Specifications, the June 30, 2017 Interim Supplemental Specifications, The December 2016 Massachusetts Department of Transportation Highway Division Construction Standard Details; the 1990 Standard Drawings for Signs and Supports; the 2009 Manual on Uniform Traffic Control Devices (MUTCD) with Massachusetts Amendments and the Standard Municipal Traffic Code; the Plans, and these Special Provisions. The 1988 Standard Specifications; the 2015 Supplemental Specifications and the 2017 Interim Supplemental Specifications shall be referred to collectively as the Standard Specifications.

The work on this project will retrofit the existing viaduct with a precast and cast-in-place concrete deck slab surface and a welded steel tubular and wire mesh protective railing.

The work shall include removal of the existing reinforced concrete slab edges and copings, the fabrication and installation of a new precast and cast-in-place reinforced concrete slab system, the fabrication and installation of a new railing system and related work as shown on the Plans and specified in these Special Provisions. The existing bridge will be closed to bicycle and pedestrian traffic during construction. Payment for materials shown on the Plans as being part of the work to the bridge and approaches or which may be incidental to its construction and are not specifically included for payment under the Contract shall be considered incidental to the work performed. Where used within the contract documents, the terms “Department”, “Municipality”, and “Town” shall be taken to mean the Town of Holliston. The term “Engineer” shall be taken to mean the authorized representative or Project Manager for the Town of Holliston.

For the work specified under this Contract, the Contractor or Subcontractor(s) shall be prequalified by the Massachusetts Department of Transportation Highway Division (MassDOT) for the following classes of work:

Bridge Construction

PLANS AND DETAIL DRAWINGS

Plans of the existing bridge have not been located and are considered not available.

PROTECTION OF UTILITIES AND PROPERTY

(Supplementing Subsection 7.13)

There are no known utilities in the vicinity of the work. Bidders are cautioned to verify this information, as its accuracy and completeness are not guaranteed in any manner.

The Contractor is responsible for the protection of vehicular and pedestrian areas on and under the bridge being worked on. The Contractor at no additional compensation (unless otherwise, provided in this Contract) shall take all necessary precautions, including the use of shielding, to protect vehicles and pedestrians from falling and flying debris.

WORK SCHEDULE

Work on this project is restricted to a normal eight-hour day, five-day week, with the Prime Contractor and all Subcontractors working on the same shift.

No work shall be done on this Contract on Saturdays, Sundays, or holidays without prior approval by the Engineer.

The Upper Charles Trail will be closed to all pedestrians and bicyclists for the duration of the construction. A signed closure of the path at both entrances will be provided.

The Contractor shall coordinate all traffic management operations by notifying the Engineer and local Town officials, and shall receive approval from the Town of Holliston before proceeding.

Operations will be limited by seasonal weather restrictions. Site access and staging areas are limited.

ENVIRONMENTAL PERMITTING

All work shall be performed in accordance with the Massachusetts Department of Environment Protection Form 5 – Order of Conditions issued by the Town of Holliston on April 5, 2017. This document is contained in Appendix X of the proposal. If Contractor erection, demolition, storage, or other procedures not originally allowed by existing environmental permits require work to occur in or otherwise impact water or wetland resource areas, the contractor is advised that no associated work can occur until all required environmental permits have been either amended or obtained allowing such work. The Contractor must notify the Town of Holliston and

the project Resident Engineer in writing at least 60 days prior to desired commencement of the proposed activity. All environmental submittals, including any contact with Local, State, or Federal environmental agencies, must be coordinated through the Engineer. The Contractor is expected to fully cooperate with requests for information and provide same in a timely manner. The Contractor is further advised that the Town of Holliston will not entertain a delay claim due to the time required to modify or obtain the required supplemental environmental permits.

DISPOSAL OF SURPLUS MATERIALS

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Contractor and shall be removed from the site during the construction period and properly disposed of. No separate payment will be made for this work, but all costs in connection therewith shall be included in the prices bid for various contract items.

DISPOSAL OF EXCAVATION MATERIAL

Surplus materials obtained from any type of excavation, and not needed for further use as determined by the Engineer shall become property of the Contractor and shall be properly disposed of, subject to the regulations and requirements of local authorities governing the disposal of such materials, at no additional compensation. The excavated gravel ballast shall be re-spread on the existing trail surfaces as called for on the plans and as directed by the Engineer .

NOTICE TO OWNERS OF UTILITIES

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities attached to, or in the vicinity of the bridge, of his intention to commence operations, and the Contractor shall at that time file a copy of such notice with the Engineer.

Before the Contractor begins any work or operations that may cause damage to any subsurface structures, he shall carefully locate all such structures and conduct his operations so as to avoid any damage to them.

A list of public and private utilities can be found on the MassDOT website at:

<http://www.massdot.state.ma.us/>

Select Quick Links

Select Doing Business with the Highway Division

Select Design/Engineering

Select Utility Contacts

Select District 3 on top of the webpage, select the City/Town, and then locate the utility.

The utility contact list is for guidance only and is not guaranteed to be complete or up to date.

Town officials are shown at website:

<http://www.mass.gov/dor/>

From the Main Menu Selection Box select "Cities & Towns" - click "Go" button,
Then under "Resources / Information" select "Local Officials Directory".
Enter the city/town on the left of the webpage and locate the official to contact.

The Contractor shall be responsible for informing the following officials in each area that he is assigned to work in:

8 Arch Bridge Committee

Superintendent, Department of Public Works or Town Engineer

Police Department

Fire Department

Conservation Commission

Town Administrator

PROTECTION OF UNDERGROUND FACILITIES

The Contractor's attention is directed to the necessity of making his own investigation in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etcetera, will occur.

The Contractor shall notify Massachusetts DIG SAFE and procure a Dig Safe Number for each location prior to disturbing existing ground in any way. The telephone number of the Dig Safe Call Center is 811 or 1-888-344-7233

ARCHITECTURAL ACCESS BOARD TOLERANCES

The Contractor is hereby notified that they are ultimately responsible for constructing all project elements in strict compliance with the current AAB/ADA rules, regulations and standards.

All construction elements in this project associated with sidewalks, walkways, wheelchair ramps and curb cuts are controlled by 521CMR - Rules and Regulations of the Architectural Access Board (AAB).

The AAB Rules and Regulations specify maximum slopes and minimum dimensions required for construction acceptance. There is no tolerance allowed for slopes greater than the maximum slope nor for dimensions less than the minimum dimensions.

Contractors shall establish grade elevations at all wheel chair ramp locations, and shall set transition lengths according to the appropriate table in the Construction Standards (or to the details shown on the plans).

All wheelchair ramp joints and transition sections which define grade changes shall be formed, staked and checked prior to placing cement concrete. All grade changes are to be made at joints.

DESIGNER/ TOWN DPW DIRECTOR

DESIGNER

Daniel S. Crovo, P.E.
Gill Engineering Associates, Inc.
63 Kendrick Street
Needham, MA 02494
781-355-7100

TOWN DPW DIRECTOR

Sean Reese
Town of Holliston
63 Arch Street
Holliston, MA 01746
508-429-0624

TOWN 8 ARCH BRIDGE COMMITTEE

Jay Robinson, Chairman
703 Washington Street
Holliston, MA 01746

ITEM 992.1**ALTERATION TO BRIDGE STRUCTURE****LUMP SUM**

Work under this item shall conform to the applicable provisions of Section 995 of the Standard Specifications and the specific requirements stipulated below for the component parts of this Item. For those component parts where no specific requirement is stipulated, the Standard Specifications shall apply except for payment.

Description

The work includes the construction and alterations of the bridge structure according to the plans and these specifications.

Work under this Item shall include all materials, fabrication, equipment and labor needed to construct the following: closure of the existing trail with required Safety Signing and Barricades, Temporary Fences, Bridge Excavation, Reinforced Concrete Excavation, Contractor Survey, Alignment, and Grading Plan, precast concrete Type I slabs, cast-in-place concrete end posts, Type II slabs, sleeper slabs, non-shrink grout closure pours between precast concrete slabs, bedding grout, steel railings, and elastomeric joint sealers. Work under this item shall include all materials, equipment, and labor needed to construct the above components. An Assembly Plan shall be developed by the Contractor which details the sequence of construction of the proposed bridge alteration.

This work does not include any items listed separately in the proposal. Payment for materials shown on the Plans as being part of this bridge structure or which may be incidental to its construction and are not specifically included for payment under another Item shall be considered incidental to the work performed under this Item and shall be included in the unit price of the component of which they are part.

CONTRACTOR SURVEY, ALIGNMENT, AND GRADING PLAN

The work performed under this heading shall consist of providing the necessary surveying, staking, alignment, and grading plan for the successful prosecution of the work.

Surveying work shall be in accordance with general accepted professional surveying practices and shall be overseen by a registered professional land surveyor or professional engineer experienced in such work. The contractor shall preserve all existing right of way monuments, benchmarks, and control points. If any monumentation is damaged, destroyed or disturbed by the contractor, the cost of replacement will be at the contractor's expense. Property and layout line determination shall not be required as part of the work.

All surveying shall be documented by the contractor in both written and electronic form acceptable to the engineer. During performance of the work, all surveying documents shall be made available and supplied to the Engineer upon request, at the contractor's expense. All documents shall be labeled to allow for proper identification, contractor name, responsible charge, survey party supervisor, and date.

The Contractor shall furnish and set control points with known coordinates and shall lay out the job and provide benchmarks as needed on the plans. The Contractor shall provide all staking necessary for the successful prosecution of the work, including all staking necessary for alignment and elevation control. The contractor shall provide a copy of the references to the Engineer.

Any measurements necessary for computing pay quantities will be performed by the Engineer. The Contractor shall notify the engineer at least two working days prior to disturbing any areas needed to calculate pay quantities.

All surveying work performed by the Contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate surveying or time lost for corrective action will be considered as a non-excusable and non-compensable delay.

The construction centerline shown on the plans shall be accurately established and the control points shall be referenced. After the centerline has been established and referenced, centerline elevations and cross sections shall be taken at 50-foot intervals along the top of the existing concrete slab and at any other points required. The proposed top of precast slab centerline elevations shall be calculated by the Contractor and submitted to the Engineer for approval. The proposed centerline elevations shall be calculated so that the proposed longitudinal profile is parallel to the existing concrete slab profile elevations. The proposed profile shall be calculated using a nominal grout bed thickness of 2 inches (minimum) and the actual precast concrete slab thickness at the centerline.

After completing the required surveying, the contractor shall furnish to the Engineer structural layout plan sheets which show the location of all survey points. After providing the Engineer the structural layout plan sheets, the Contractor shall meet with the Engineer to review the layout a minimum of two working days before construction begins.

Upon completion of the project, the Contractor shall provide to the Engineer all original surveying field notes, layouts and computations in standard bound survey notebooks or in a form acceptable to the Engineer.

REINFORCED CONCRETE EXCAVATION

The Work shall conform to the relevant Provisions of Section 120 of the Standard Specifications and the following:

The work under this heading consists of the removal and disposal of the existing concrete slab edges, both concrete slab copings, and the existing reinforced concrete end posts as identified on the drawings and as directed by the Engineer. Also included is all concrete cutting or other required methods acceptable to the Engineer to remove the existing reinforced concrete copings that are attached to the concrete slab.

During the prosecution of the Work, the Engineer may reject the use of any method or equipment which causes undue vibration or possible damage to the structure or any part thereof. In no event shall any pneumatic or power-driven chipping hammers over the nominal 35 pounds be permitted to remove any concrete. The Contractor shall take all precautions necessary so as not to damage those portions of the Bridge that are to remain. Any damage that occurs as a result of the Contractor's methods shall be repaired to a condition acceptable to the Engineer.

The Contractor shall submit his proposed method of reinforced concrete excavation (i.e., a demolition plan) including procedures, sequencing, equipment lifting capacity and locations, tools, devices, etc. to the Engineer for review and approval. The demolition plan and any necessary calculations and drawings shall be stamped by a Professional Engineer registered in the Commonwealth of Massachusetts certifying that all existing structural members are suitably braced and supported throughout the demolition process. Work shall not commence until the Engineer has given written approval of the method of demolition.

The construction site shall be completely secured and approved by the Engineer, and the Traffic Control Plan for the Rail Trail Closure shall be operational prior to commencing the reinforced concrete excavation. The Contractor shall make adequate provisions for the protection of traffic, private property, and pedestrians from damage and injury during all phases of the demolition process. The Contractor shall not allow debris, tools, or incidental equipment of any kind to swing over areas where vehicular or pedestrian traffic exists. Any material which falls into such areas, which shall also include any waterway, shall be removed immediately at the Contractor's expense.

The Contractor shall comply with all existing permits and make all required submittals under this Item prior to beginning any demolition work. The Contractor is forewarned that the environmental permits do not allow for the placement of scaffolding or other shielding in the wetland resource areas or buffer zone adjacent to or below the bridge.

All excavations shall be carefully performed by sawcutting the excavation limits along neat lines. Water runoff due to the sawcutting operation shall be carefully and completely controlled in order to prevent any and all water, slurry, etc. from entering the wetland resource areas beneath the bridge. The proposed method of controlling water runoff shall be included in the demolition plan submitted for approval. The Contractor shall not remove any concrete beyond the specified limits unless ordered to do so by the Engineer. Any existing concrete designated to be retained that is damaged by the Contractor's operation shall be replaced at the Contractor's expense.

Surplus materials obtained from any type of excavation and not needed for further use, as determined by the Engineer, shall become the property of the Contractor and shall be properly disposed of by the Contractor outside the project limits at no additional compensation.

The Contractor is required to broom clean all work site areas after the removal of excavated debris regardless of preexisting conditions. This includes areas under the excavated repair area such as at revetment areas and bridge shielding areas. Removal of debris, site cleaning, and disposal of debris is incidental to the Contract and no additional payment will be made.

BRIDGE EXCAVATION

Work under this heading shall conform to the applicable provisions of Section 140 of the Standard Specifications and shall include excavation required for the removal of the existing gravel ballast above the existing concrete slabs, removal and replacement of the existing reinforced concrete end posts, sleeper slab construction, approach slab construction, and the first/last railing post foundation construction as shown on the plans.

The existing gravel ballast shall be relocated, spread, and compacted on site on the top of the trail surfaces on each approach to the bridge to smoothly transition to the new top of slab finished grades. All remaining gravel ballast shall be relocated, spread, and compacted on the top of the trail surfaces from the north approach to the bridge to the Lowland Street intersection with the trail. The Engineer shall layout the limits of relocation prior to the removal of the ballast. The Contractor's approved grading plan shall serve as the basis for establishing proposed finished grade elevations for the trail surfaces.

Re-spreading, grading, and compaction of the excavated gravel ballast shall be considered incidental to the excavation.

4000 PSI, ¾ IN., 585 HIGH PERFORMANCE CEMENT CONCRETE

The following list is a breakdown of the concrete materials to be used for various elements of the bridge:

- Reinforced Precast Concrete Type I Slabs
- Reinforced Cast-In-Place Concrete End Posts
- Reinforced Cast-In-Place Concrete Piers for support of Railing Posts at Bridge Ends
- Reinforced Cast-In-Place Concrete Sleeper Slab and Type II Slabs

The work under these headings shall conform to the applicable provisions of Section 901 of the Standard Specifications. The following miscellaneous items shall be considered incidental and included in the unit price per cubic yard of concrete, as stated by the Contractor and as approved by the Engineer in the respective "Basis for Partial Payments":

- Joint sealant
- PVC grout ports
- Leveling devices, shims, and lifting hardware
- Non-shrink grout
- Closed cell foam
- All other work considered as incidental to the work involved in furnishing and placing the precast concrete elements.

MATERIALS

Leveling Devices - threaded devices, shims, or equivalent devices shall be used for leveling the Precast Type I Slabs. Leveling devices shall be adjustable and shall support the anticipated loads. The design of the leveling devices shall be submitted with the Assembly Plan.

Closed Cell Neoprene Joint Seal - A preformed joint seal comprised of cellular neoprene expanded rubber that can accommodate both compression and tension due to anticipated movement. Neoprene joint seals shall be installed and be fastened to clean, dry concrete or stone masonry surfaces using a two component epoxy adhesive per the selected manufacturers technical specification.

High Early Strength Non-Shrink Grout – High early non-shrink grout shall be chosen from the current MassDOT Qualified Construction Materials List. This grout shall be used as bedding grout onto which the Precast Type I Slabs shall be placed and as the closure grout placed in the shear key between the Precast Type I and Type II slabs. Extending the grout with aggregate in accordance with the grout manufacturer's specifications shall be permitted.

Polyurethane Non-Sag Joint Sealant – Polyurethane non-sag joint sealer shall be a cold applied single component elastomeric joint sealing compound for sealing vertical and horizontal concrete joints that conforms to ASTM C920, Type S, Grade NS, use T, NT, O, M, G, I, A

PRECAST ELEMENT SHOP DRAWINGS

Shop Drawings shall be prepared for all precast elements and shall include the following:

- A. Prepare shop drawings and calculations and stamp by a Professional Engineer licensed in Massachusetts.
- B. Show all lifting inserts, hardware, or devices and locations on the shop drawings for Engineer's approval. All lifting devices shall be designed by the Contractor.
- C. Show locations and details of the lifting devices, including supporting calculations, type, and amount of any additional reinforcing required for lifting. Design all lifting devices based on the no cracking criteria in Chapter 8 of the PCI Design Handbook (Seventh Edition).
- D. Show minimum required compressive strength to be attained prior to handling the precast elements.
- E. Show details of leveling devices and grout portholes.
- F. Do not order materials or begin work until receiving final approval of the shop detail drawings.
- G. The Engineer will reject any elements fabricated before final shop drawing approval or any elements that deviate from the approved drawings. The Contractor is responsible for costs incurred due to faulty detailing or fabrication.

ASSEMBLY PLAN

The Assembly Plan is a document prepared and submitted by the Contractor prior to the start of work that details the means to which the Contractor will construct the bridge alterations. The Assembly Plan shall be prepared by and stamped by a Professional Engineer, registered in Massachusetts, with working knowledge of the Contractor's equipment, approved shop drawings, and selected materials required to build the project.

The Assembly Plan submittal requires the Contractor to detail the sequence of construction in accordance with the project schedule. This document will be treated as a Construction and Erection Procedure and will be reviewed by the Designer and the Town 8 Arch Bridge Committee. The approval of this document will serve as a guideline to allow the relaxation of certain provisions of the Standard Specifications (for example, interim concrete strengths and curing procedures).

The following list details the minimum criteria that shall be included in the Assembly Plan:

- A. A detailed schedule showing the sequence of operations that the Contractor will follow. The schedule shall include a timeline for installation of all major elements of the bridge accounting for the installation of temporary works and cure times of bedding grout, closure pour grout, etc. The schedule shall show how the bridge alteration can be achieved during the limited trail closure time period in the contract.
- B. Calculations that support the schedule outlined above shall be included verifying that the capacity of selected materials and the precast slabs during shipping, handling, placing, and while supported prior to grouting is adequate during each phase. A minimum factor of safety of two (2) will be required for the interim strength of the bedding grout before construction can proceed to subsequent steps. The factor of safety is applied to the service loads that are supported by the elements and materials during various stages of construction. For example, if the Contractor calculates that the bedding grout between the precast Type I slabs and the existing concrete slabs requires a strength of 100 psi to support the dead load of the precast slabs and any construction live loads, a cylinder break of 200 psi will be required prior to allowing the construction live loads to be applied. The required strength of materials for subsequent construction stages shall also be calculated and the material strength verified.
- C. The Contractor is responsible for determining the center of gravity for all elements and shall be coordinated with the shop drawings. Special care shall be used for unusual elements that are not symmetric. These elements may require special lifting hardware to allow for installation in a plumb or flat position.
- D. Include a work area plan, depicting items such as temporary earth support, utilities within the immediate vicinity of the work, drainage structures, etc. The Contractor is required to coordinate the various subcontractors that will need to occupy the same area and ensure that there are no conflicts. For example, if the Contractor is having different Subcontractors prepare and submit plans for temporary earth support and demolition, and

the earth support is required to be installed prior to the demolition; it is the Contractor's responsibility to ensure that the Assembly Plan submission allows both operations to be performed without field modification.

- E. Include details of all equipment that will be employed for the construction of the bridge.
- F. Include details of all equipment to be used to lift elements including lifting machinery, excavators, lifting slings, sling hooks, and jacks. Include lifting machinery locations, operation radii, and lifting calculations. It is anticipated that the Contractor will use the Fabricator's lifting inserts, but this needs to be coordinated prior to approval of the precast shop drawings. Follow Chapter 8 of the PCI Design Handbook (seventh edition) for handling and erection bracing requirements. The lifting of all elements shall be in conformance with MassDOT Specifications 960.61. The required Factor of Safety for all lifting equipment shall be 1.25.
- G. Include methods of providing temporary support of the elements. Include methods of adjusting and securing the element after placement.
- H. Include procedures for controlling tolerance limits both horizontal and vertical.
- I. Include methods for curing grout.
- J. Include proposed methods for installing non-shrink grout and the sequence and equipment for the grouting operation.
- K. Include methods for construction of cast-in-place concrete used for the end posts, Type II slabs, sleeper slabs, and concrete piers for support of flared railing posts at bridge ends.
- L. Include methods of forming and curing keyway grout placements.

QUALITY ASSURANCE

To ensure a consistent level of quality, the following criteria shall be incorporated into the project:

- A. All precast elements shall be fabricated by a Massachusetts DOT certified precast concrete facility. Site cast precasting will not be permitted.
- B. The Contractor is required to provide field survey, alignment, and a grading plan to ensure that the precast elements are placed accurately as shown on the plans. Compensation for Contractor Survey, Alignment, and Grading Plan is provided under Item 100.9.
- C. The Contractor is solely responsible for strength testing of grouts or concrete placed in the field to allow the work to proceed past each stage of construction. For example, if the approved Assembly Plan allows the construction to proceed after a grout has achieved a compressive strength of 100 psi, the Contractor will be required to test the grout proving

that the strength has been achieved with the specified factor of safety. For materials used throughout the construction that have a proven strength gain at predetermined time interval, the compressive testing requirements may be waived by the Engineer. All testing furnished by the Contractor shall be performed by an AASHTO accredited laboratory. All Quality Control test results shall be submitted to the Engineer for approval prior to the Contractor proceeding to the next step.

- D. The fabricator shall permanently mark each precast element with the date of casting and supplier identification. Painted markings shall be applied to the concrete surface located at the bottom of the precast slab fascia wing to be located on the west side of each slab.
- E. The fabricator is encouraged to dry fit elements prior to shipment to ensure that the elements will be properly joined in the field.
- F. The fabricator and Contractor shall prevent cracking or damage of precast elements during handling, storage, transportation, and final installation in permanent position.
- G. If damage occurs, the Contractor shall replace defects and breakage of precast elements:
 - a. Members that sustain damage or surface defects during fabrication, handling, storage, hauling, or erection are subject to review or rejection.
 - b. Obtain approval from the Engineer before performing repairs.
 - c. Repair work must reestablish the elements' structural integrity, durability, and aesthetics to the satisfaction of the Engineer.
 - d. Determine the cause when damage occurs and take corrective action.
 - e. Failure to take corrective action, leading to similar repetitive damage, can be cause for rejection of the damaged element.
 - f. Cracks that extend to the nearest reinforcement plane and fine surface cracks that do not extend to the nearest reinforcement plane but are numerous or extensive are subject to review and rejection.
 - g. Full depth cracking and breakage greater than one foot are cause for rejection.
- H. Construct precast elements to the tolerance limits in the PCI MNL116-99, "Manual for Quality Control for Plants and Production of Structural Precast Concrete Products, 4th Edition". Elements that are found to be out of tolerance may be subject to rejection. Rejection of the elements may be waived by the Engineer if the contractor can demonstrate that the out of tolerance element can be installed without significant modifications to the bridge. For example, an over width element may be acceptable if the adjacent element is under width.
- I. The plant will document all test results. The quality control file will contain at least the following information:
 - a. Element identification
 - b. Date and time of casting
 - c. Concrete cylinder test results
 - d. Quantity of used concrete and the batch printout

- e. Form-stripping date and repairs if applicable
 - f. Location/number of blockouts and lifting inserts
 - g. Temperature, moisture, and duration of curing period
 - h. Document lifting device details, requirements, and inserts
- J. Install steel railing elements to achieve the tolerances shown on the plans or better as required to achieve proper railing fit up. Elements that are found to be out of tolerance may be subject to rejection. Rejection of the elements may be waived by the Engineer if the Contractor can demonstrate that the out of tolerance element can be installed without significant modifications.

CEMENT CONCRETE CRACK SEALING

Cement Concrete crack sealing requirements defined herein are for the repair and sealing of cement concrete to prevent water infiltration to the steel reinforcement bars. The width of cracks shall be determined by the Engineer using a width indicating comparator card made of clear plastic with lines of specified width on the cards. The crack width comparator cards shall be held on concrete surfaces to allow the widths of any concrete cracks to be determined by direct visual comparison of the crack width with the widths of the lines marked on the card surface. These cracks are assumed to be non-moving and to have been caused by inadequate control of shrinkage or temperature stresses during curing or because of stresses during shipping and handling. Cracks that are of structural concern shall be repaired by other methods determined by the Engineer. All required crack sealing and crack repairs shall be performed by the Contractor without additional compensation. The Contractor shall be required to seal cracks even if the fabrication, shipping, and handling procedures satisfied specification requirements.

Cracks shall be sealed after construction movement (when the element is substantially stable) and before waterproofing, pavement, or other construction covers the cracked surface. Crack sealing materials shall be applied by skilled applicators under a supervisor with proven successful experience in applications with similar scope of work. Crack sealing materials shall be applied when the concrete and the ambient air temperatures are above 40°F (4°C). If a heated enclosure is used to accomplish this, the heating units shall be properly vented to the outside of the enclosure to prevent products of combustion from building up within the enclosure.

Before containers of sealing materials are opened, the labels shall be checked and the label information shall be documented. If multi-component systems are used, mixing shall be completed prior to application. Manufacturer's instructions shall be followed. An initial crack sealing demonstration application shall be satisfactorily made in the presence of the Engineer before the application is continued.

Before sealing, the concrete must be clean, sound, and free of contaminants and surface moisture. Any curing compounds, sealers, oils, greases, coatings, or other impregnations shall be removed by non-abrasive blast cleaning. Blast cleaning shall not mar or damage the concrete surface. Once any crack and concrete surface contaminants are removed, the concrete shall be swept clean and blown off using oil-free compressed air immediately prior to applying the sealer.

Methacrylate crack sealing shall be performed in accordance with the manufacturer's instructions within the allowable ambient temperature range. The cracks shall be cleaned with oil-free compressed air. Methacrylate shall then be poured into the crack. The crack shall then be observed for seepage of methacrylate and shall be refilled as necessary to ensure the crack is completely filled. If large quantities of methacrylate are used and the crack is not getting filled, the crack should be filled with pre-bagged dried silica sand filler and the crack shall then be re-filled with methacrylate. Methacrylate crack sealer shall consist of a high molecular weight low viscosity methacrylate monomer that when catalyzed will produce a crack-healer/penetrating-sealer that is a rapid-curing, modified-methacrylate resin. The methacrylate material shall, as a minimum, provide the following as applied properties:

Property	Value	Test
Viscosity	< 25 cps	ASTM D2393-86
Bond Strength	> 1500 psi	ASTM C882
Tensile Elongation	> 3%	ASTM D638

In addition, the methacrylate material shall demonstrate full penetration of concrete cracks in mock-up testing. Mock-up testing shall consist of preparing the deck surface, applying the methacrylate sealer, and removing cores to evaluate the depth and quality of methacrylate sealer penetration. Successful methacrylate penetration of the concrete cracks shall be demonstrated visually in nominal 3 inch (75 mm) deep cores that intersect crack widths in the 7 to 20 mil (0.18 mm to 0.51 mm) width range. The cores shall be sliced longitudinally, perpendicular to the crack, and examined in an AASHTO accredited laboratory using ultraviolet light in order to fluoresce the methacrylate to determine the methacrylate penetration depth (the deepest point to which the methacrylate reached) and the sealer-filled crack depth (the depth to which the crack was filled wall-to-wall). The results of mock-up testing shall be documented in a report prepared by the AASHTO accredited laboratory. The cost of mock-up testing and laboratory evaluation shall be fully borne by the Contractor if he chooses this method of repair.

The Cement Concrete crack sealing required shall be determined as a function of the maximum crack width as follows:

- Cracks less than 0.006" (0.15 mm) wide shall be ignored;
- Cracks greater than or equal to 0.006" (0.15 mm) wide and less than 0.012" (0.30 mm) wide shall be sealed with an approved methacrylate;
- Cracks greater than or equal to 0.012" (0.30 mm) wide shall be sealed with methacrylate with a sand filler.

INSTALLATION OF PRECAST CONCRETE ELEMENTS

The field personnel shall have knowledge of and follow the approved Assembly Plan. If changes are warranted due to varying site conditions, resubmit the proposed Assembly Plan changes for review and approval. The Contractor shall establish working points, working lines, and benchmark elevations prior to placement of all elements. The Contractor is responsible for survey control as necessary to complete the work.

Check the condition of the receiving bonding surface prior to connecting elements and take any necessary measures to remove items such as dust, rust, and debris to provide the satisfactory bonding required between the precast concrete elements. Saturate surface dry (SSD) all concrete surfaces receiving structural non-shrink grout. Mix and place the grout following manufacturer's recommendations for preparation and installation.

Existing slab and precast concrete surfaces to be in contact with the proposed high-early strength non-shrink grout must be free of materials such as paint, oil, curing compound, bond breaker, dirt, debris etc. that will inhibit bonding. These concrete surfaces shall be hydroblasted with equipment that can remove asphaltic material, oils, dirt, rubber, curing compounds, paint carbonation, laitance, weak surface mortar and other potentially detrimental materials, which may interfere with the bonding or curing of the proposed high-early strength non-shrink grout.

The existing slab and precast concrete surfaces must be saturated prior to grout placement using potable water. Standing water shall be removed from surfaces to achieve a Saturated Surface Dry (SSD) condition.

Place elements in the sequence according to the methods outlined in the Assembly Plan. Adjust the height of each element to within acceptable tolerances by means of leveling devices or shims. Ensure that the precast element is in the proper horizontal and vertical location prior to releasing from the lifting machinery and setting the next unit.

Installation shall include the mixing and placement of non-shrink bedding grout between the precast components and top of the existing reinforced concrete slabs. The grout shall be placed after the precast slabs have been placed upon support devices of the required height, strength, spacing, and layout. The precast slabs were designed for full bearing on the existing slab surface. Therefore, the support device spacing and required slab reinforcement shall be determined by the Contractor for the temporary support condition prior to grouting. The grout shall provide complete support of the slabs and shall be of the thickness required to achieve proper vertical alignment with adjacent precast pieces and to conform with the finished grade elevations required by the Contractor's grading plan. Grout placement shall start from the center of the slab and move outward until the void is filled to the edges. Grout dams shall be installed at all locations necessary to retain the grout. Verify that the grout is filling the entire void between the existing and new concrete slabs. Reinforcement within the closure pours shall be considered incidental to this Item.

HIGH EARLY STRENGTH NON-SHRINK CEMENT GROUT

Work under this Heading shall conform to the applicable provisions of Section 901, Cement Concrete, of the Standard Specifications as modified by the following:

The work includes furnishing and mixing grout; placing, finishing and curing the grout; and for all labor, tools, equipment and incidentals required to complete the work.

MATERIALS

All high early non-shrink grout shall consist of prepackaged, cementitious, non-shrink grout in accordance with ASTM C-1107 and the minimum performance requirements listed in Table 1, including mechanical properties, compatibility, constructability, and durability. Table 1 requirements shall govern over ASTM C-1107 requirements. Grout using metallic formulations will not be allowed. Grout shall be free of chlorides. Aggregate for extending the grout shall be in accordance with the manufacturer's specifications. The grout material shall be listed on the Qualified Construction Materials List and, as a minimum, provide the following as applied properties:

Property	Values	
Mechanical	Age	Compressive strength (psi)
Compressive strength (ASTM C-109, 2" cubes)	1 day	2500
	3 days	4000
	7 days	5000
	28 days	Max of [5,800 or 1.25($f'_{c_{cap}}$ + 1000)]
Compatibility		
Expansion requirements (ASTM C 827 & ASTM C 1090)	Grade B or C-expansion per ASTM C 1107	
Modulus of elasticity (ASTM C-469)	3.0-5.0x10 ⁶ psi	
Coefficient of thermal expansion (ASTM C-531)	3.0-10.0x10 ⁻⁶ /deg F	
Constructability		
Flowability (ASTM C-939; CRD-C 611 Flow Cone)	Fluid consistency efflux time: 20-30 seconds	
Set Time (ASTM C-191)		
Initial	3-5 hrs	
Final	5-8 hrs	
Durability		
Freeze Thaw (ASTM C-666)	300 cycles, RDF 90%	
Sulfate Resistance (ASTM C-1012)	Expansion at 26 weeks < 0.1%	

Table 1

CONTRACTOR SUBMITTALS

At a minimum, the following high early strength cement grout information shall be submitted with the Assembly Plan:

- A. Manufacturer's product information for candidate grouts, to include a description of the performance characteristics as specified in Table 1, mixing requirements, working time, curing requirements, and other information related to grouting of precast connection shear keys and grout bedding beneath the precast slabs.

- B. Other required submittals shown on the plans or required by the Engineer relating to successful installation of grout.

CONSTRUCTION METHODS

GENERAL

The Contractor shall follow all manufacturers' recommendations for all grouting operations. As required by the Engineer, a pre-grouting meeting shall be held to review grouting procedures.

All form release agents and curing membranes shall be completely removed from areas that will be in contact with the grout.

Admixtures, including retarders, shall not be added to grout, but the temperature of mixing water may be adjusted or ice may be added to increase working time and pot life.

Addition of water to previously mixed grout or remixing of grout shall not be permitted. Water exceeding manufacturer's recommendations shall not be added to the grout to increase flowability. Addition of aggregate to extend the grout in accordance with the manufacturer's specifications shall be allowed.

GROUT PLACEMENT

All equipment required to perform grouting operations shall be present before actual grouting operations begin. All grouting operations shall be performed in the presence of the Engineer in accordance with the Assembly Plan. Grouting operations shall be performed under the same weather limitations as cast-in-place concrete and as required by the manufacturer. All previously hardened concrete surfaces that will be in contact with the grout shall be pre-watered to a surface-saturated moist condition when the grout is placed. All accumulated residual water from pre-wetting the concrete surfaces shall be removed prior to grouting.

Grout shall be deposited such that all voids are filled. Grout installation shall be monitored to ensure consolidation during placement operations. Vibrators shall not be used. All grouting shall be performed in a manner that deposits grout from the center of the precast slab toward the edges.

All equipment required to perform grouting operations shall be present before actual grouting operations begin. All grouting operations shall be performed in the presence of the Engineer in accordance with the Assembly Plan.

All exposed grout surfaces shall be cured in accordance with manufacturer's recommendations.

STEEL REINFORCEMENT FOR STRUCTURES – EPOXY COATED

Steel Reinforcement For Structures – Epoxy Coated shall conform to the relevant provisions of Section 901 and Subsection M8.01.7. Welded Wire Reinforcement shall be deformed and shall be epoxy coated in accordance with ASTM A884.

STEEL RAILING

The steel railings, furnished and installed for use in this project shall conform to the relevant provisions of Sections 960 and 975 of the Standard Specifications, and the following:

The work under this heading shall consist of furnishing and installing steel railings on the edges of the structure and approaches as detailed on the contract plans and as per following specification. The work will be performed in accordance with the requirements of the Standard Specifications, the Structural Welding Code (AWS D1.1) and these Special Provisions. There will be no separate measurement for steel railings, but all materials, labor, fabrication, plans, tools, and equipment for both railing types shall be included in the basis for partial payment for Steel Railing.

MATERIALS

All railing HSS tubes for main support posts, diagonals, and horizontal rails shall conform to ASTM A500, Grade B, and supplied with welded end plates where called for on the plans.

Steel plates and angles shall be ASTM A709, Grade 50.

Steel anchor bolts, washers and nuts shall conform to ASTM A325, mechanically galvanized. The steel hexagonal nuts shall be heavy duty type, mechanically galvanized. All exposed surfaces of mechanically galvanized fasteners shall be solvent cleaned and field painted after installation using the same finish coat of paint used during shop fabrication of the railing elements.

The steel in-fill panels shall consist of 0.135" diameter cold rolled steel wire that conforms to ASTM A510 and shall provide square clear openings that do not exceed 2 inches. The wires shall be welded together at 90-degree intersections and shall be oriented parallel / perpendicular to the rails. Edges of infill panels shall be protected by welded 14-gauge (min.) U edging with miter cut corner intersections. Connection tabs shall be provided at the corners for bolted field connections at the locations of connection angles on the posts. Dimensional tolerances for in-fill panel lengths and widths shall be + 0", -1/8".

All Steel for railing and all attachments shall be hot-dip galvanized in accordance with the requirements of AASHTO M111 (ASTM A123). The galvanizing bath shall contain nickel (0.05% to 0.09% by weight).

Paints shall conform to the requirements of Section M7 and the following: Epoxy Urethane coating system of an epoxy intermediate coat with an aliphatic urethane finish coat shall be

selected from: Valspar, Ameron, Caboline, Koppers, or an approved equal. Color of finish Coat shall be Federal Standard 595 color chip number 27038 (Black). All coatings shall be in compliance with 310 CMR Section 7.0 and 7.18 of the Massachusetts Air Pollution Control Regulations.

SUBMITTALS

The contractor shall submit shop drawings of bridge railings including all attachment devices, anchor bolts, anchor plates, expansion joint locations, erection procedures, and bill of materials for approval by the Engineer.

The contractor shall submit the selected manufacturer's technical data sheets, safety data, specific application instructions, and recommended procedures for all coats for approval by the Engineer.

Painting procedures shall be in accordance with the requirements of Subsection 901.63 of the Standard Specifications.

CONSTRUCTION METHODS

All welding shall conform to latest edition of the AWS Structural Welding Code (AWS D1.1) and all interim revisions published as of the bid opening date.

The precast reinforced concrete slabs shall be fabricated incorporating the anchor bolt and anchor plate assemblies at locations and spacings consistent with those shown on the plans. The railing components shall be installed such that the main support posts are within a tolerance of one-half (0.5) degree from the vertical. All base plates shall be affixed to the anchor bolts with two (nuts); one standard hex nut, and one lock nut. Anchor bolts shall be sized such that when installed there shall be sufficient length to embed the anchor plate into the concrete as detailed on the Plans, and have a minimum of 1 inch of thread extending beyond the end of the lock nut. Any anchor bolts with more than 2 inches of bolt length extending beyond the end of the lock nut shall be cut-off 1 inch above the lock nut.

The shop assembled railing elements shall be delivered to the site in three components each galvanized and shop painted:

1. Each post unit shall consist of 1 railing post, 1 post base plate, and 2 horizontal rail splice sleeves welded to the opposite sides of the post, and in-fill panel connections as shown on the plans;
2. Each railing unit shall consist of 2 horizontal rails, 2 diagonals welded to the horizontal rails and each other, and in-fill panel connections as shown on the plans;
3. Each in-fill panel shall be delivered as a separate unit that has been galvanized and painted and then shall be field bolted to the post and rail connections.

All railing steel shall be hot-dip galvanized having a minimum dry film thickness of 3 mils (0.003 in). All railing steel except anchor plates and anchor bolts shall receive one full shop applied intermediate coat of epoxy and one full shop applied finish coat of aliphatic urethane,

unless otherwise noted. Each coat shall have a dry film thickness of 5 to 8 mils (0.005 inches to 0.008 inches). Following installation of railings, the exposed portion of anchor bolts, nuts, and lock nuts shall be field painted.

The contractor shall provide the services of a painter or painting technical representative from the paint manufacturer at the beginning of operations and whenever required during operations. The paint shall be applied with satisfactory airless spray machines in accordance with the paint manufacturer's instructions and the applicable provisions of SSPC-PA-1. Any damage to the paint system during shipment or handling shall be repaired as per the paint manufacturer's recommendations.

SCHEDULE OF BASIS FOR PARTIAL PAYMENT

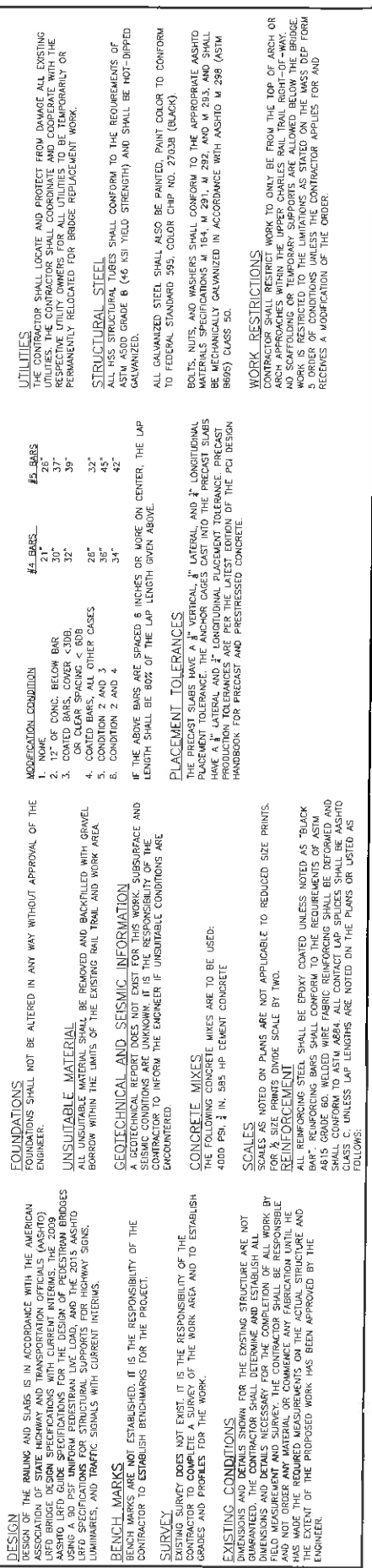
At the time of bid, the Contractor shall submit on his/her proposal form a schedule of unit prices for the major component Sub-Items that make up Item 992.1 as well as his/her total Lump Sum cost for Alteration to Bridge Structure. The Alteration to Bridge Structure breakdown quantities provided in the proposal form are estimated and not guaranteed. The total of all partial payments to the Contractor shall equal the Lump Sum contract price regardless of the accuracy of the quantities furnished by the Engineer for the individual bridge components. The cost of labor and materials for any Item not listed but required to complete the work shall be considered incidental to Item 992.1 and no further compensation will be allowed.

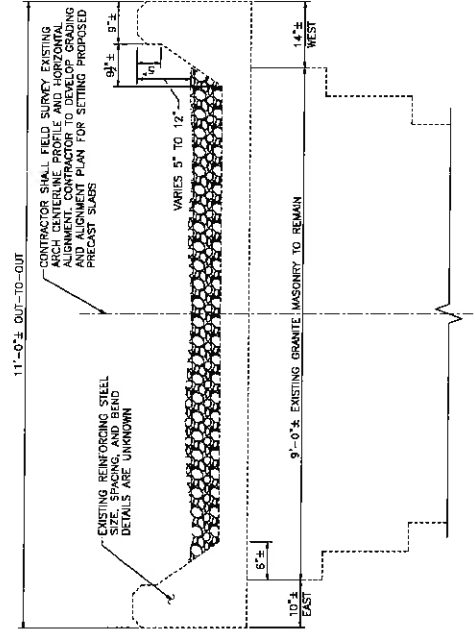
Sub-Item numbering is presented for information only in coordination with MassDOT standard nomenclature.

Sub-Item	Description	Quantity	Unit	Unit Price	Total
100.9	Contractor Survey, Alignment, and Grading Plan	1	LS		
127.1	Reinforced Concrete Excavation	50	CY		
140.	Bridge Excavation	100	CY		
657.	Temporary Fence	40	FT		
852.	Safety Signing for Traffic Management	50	SF		
853.1	Portable Breakaway Type III Barricade	3	EA		
904.41	4000 PSI, ¾ in., 585 HP Cement Concrete (Precast)	70	CY		\$
904.42	4000 PSI, ¾ in., 585 HP Cement Concrete (Cast-In-Place)	30	CY		\$
909.4	High Early Cement Grout (Non-Shrink)	380	CF		\$

910.1	Steel Reinforcement for Structures - Epoxy Coated	24,670	LB		\$
975.6	Steel Railing (2 Rail)	576	FT		\$
Total LUMP SUM Bid Price of Item 992.1 =					\$

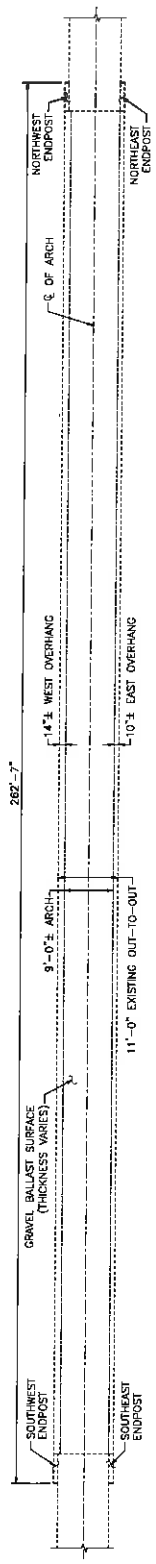
*****END OF SPECIAL PROVISIONS*****





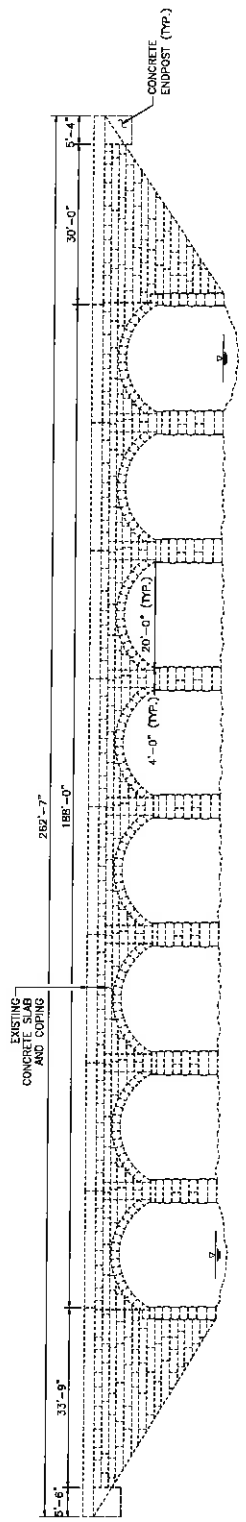
EXISTING CROSS SECTION (FACING SOUTH)

SCALE: 1" = 1'-0"



EXISTING PLAN

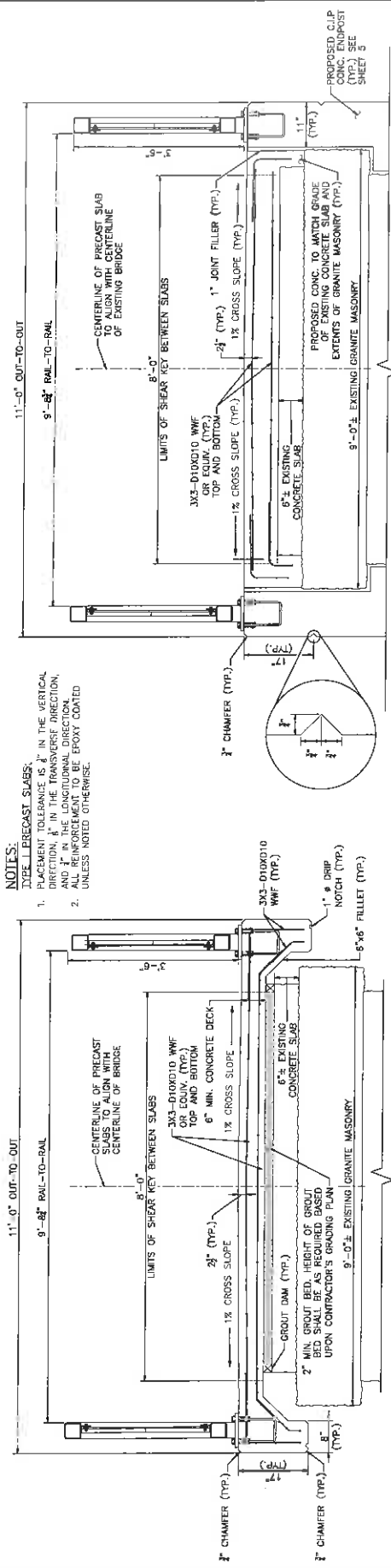
SCALE: 3/8" = 1'-0"



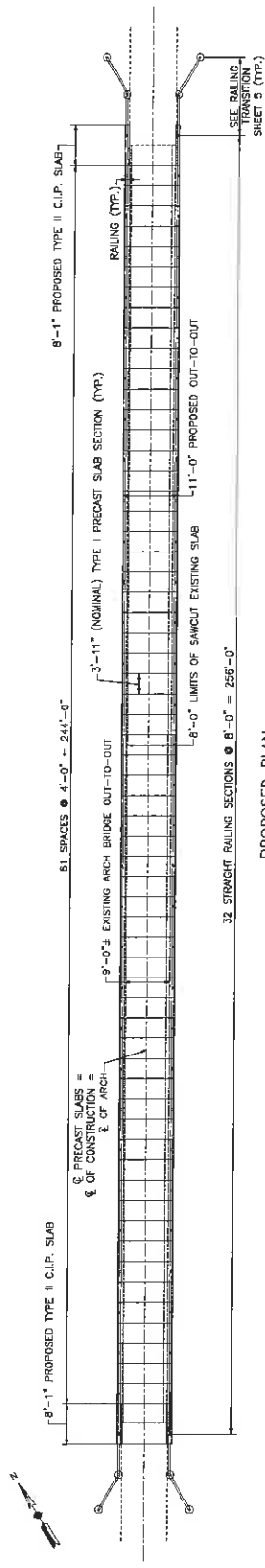
EAST ELEVATION

SCALE: 3/8" = 1'-0"

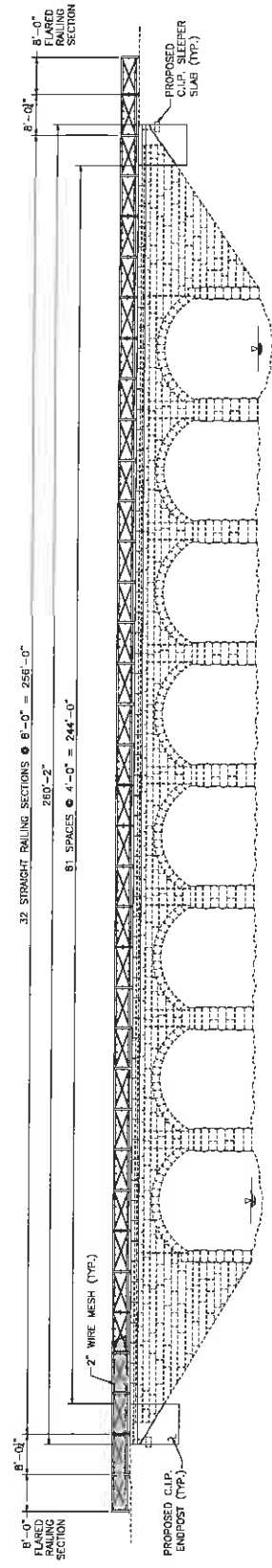




PROPOSED TYPE II C.I.P. SLAB CROSS SECTION (AT ENDPOST)
SCALE: 1" = 1'-0"



PROPOSED PLAN
SCALE: 3/4" = 1'-0"



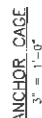
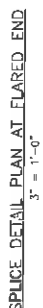
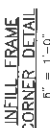
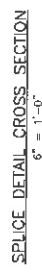
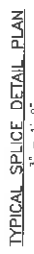
- NOTES:**
1. TYPE I PRECAST SLABS: PLACEMENT TOLERANCE IS 1/8" IN THE VERTICAL DIRECTION, 1/4" IN THE TRANSVERSE DIRECTION, AND 1/2" IN THE LONGITUDINAL DIRECTION. ALL REINFORCEMENT TO BE PROXY COATED UNLESS NOTED OTHERWISE.
 2. TYPE II PRECAST SLABS: PLACEMENT TOLERANCE IS 1/8" IN THE VERTICAL DIRECTION, 1/4" IN THE TRANSVERSE DIRECTION, AND 1/2" IN THE LONGITUDINAL DIRECTION. ALL REINFORCEMENT TO BE PROXY COATED UNLESS NOTED OTHERWISE.

CLOSURE JOINT DETAIL BETWEEN TYPE I AND TYPE II SLABS
NOT TO SCALE



PROVIDE $\psi^{(n)}$ EFFECTIVE THROAT

RAILING SECTION 3
SCALE: 3" = 1'-0"

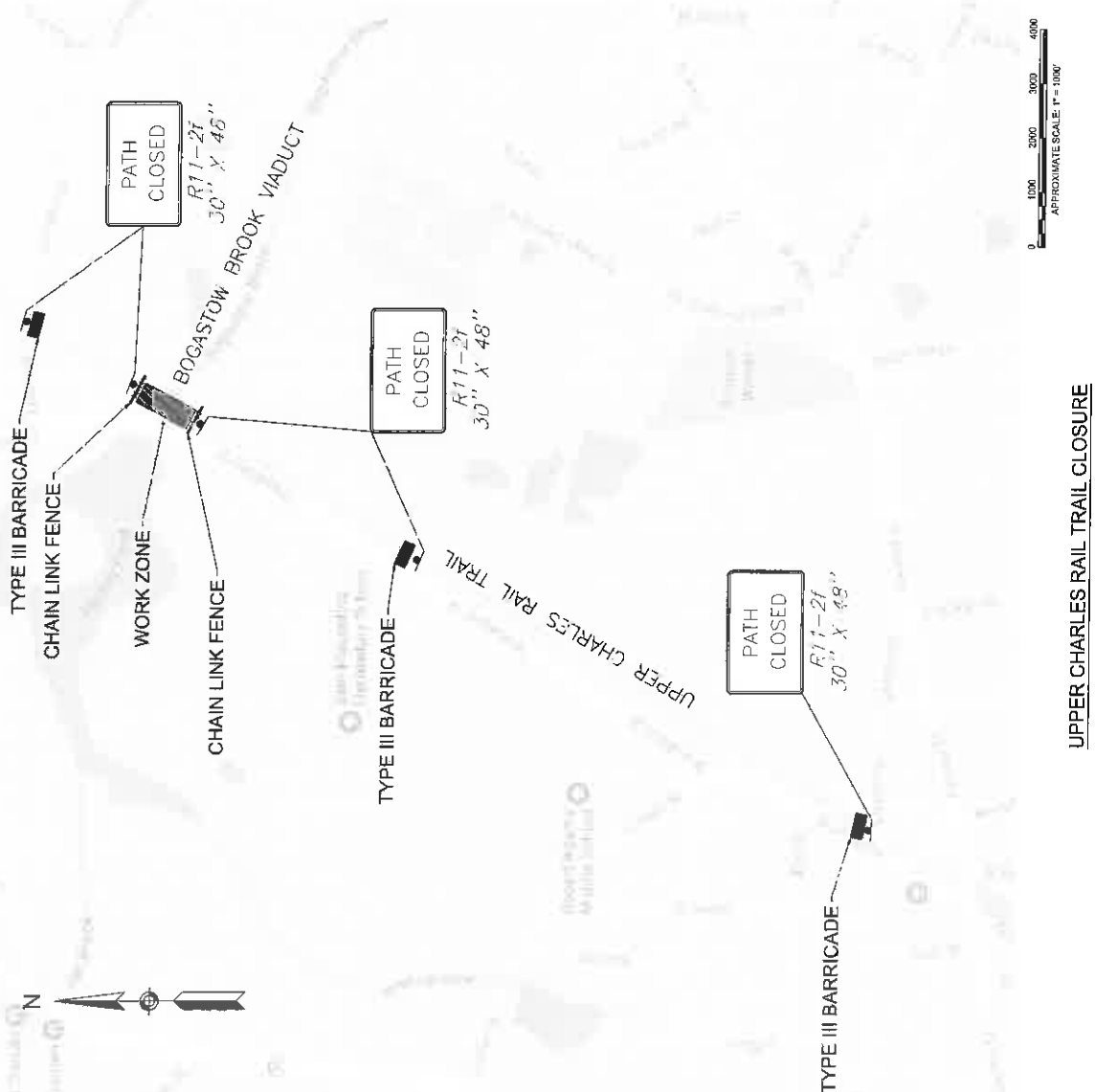


NOTE:
REPLACE WITH BENT P AT
SKEWED END CONNECTIONS

NOTE:
TOP RA
TOE RA

- NOTES:**
1. ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS, UNLESS SUPERCEDED BY THESE PLANS.
 2. ALL SIGN LEGENDS, BORDERS, AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
 3. TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
 4. TEMPORARY CONSTRUCTION SIGNING, BARRICADES, AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE PATH OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
 5. SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY AND CHANNELIZING DEVICES MUST PASS THE CRITERIA SET FORTH IN MCDRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES" AND/OR MANUAL FOR ASSESSING SAFETY HARDWARE (MSH).
 6. CONTRACTORS SHALL NOTIFY EACH ADJUTANT AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, UNDERGROUND UTILITY REPAIRS, TEMPORARY UNDERWAY PAVEMENT PLACEMENT, AND SIMILAR OPERATIONS.
 7. LOCATIONS ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
 8. ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.

- LEGEND:**
- ▲ SIGN
 - TYPE III BARRICADE
 - CHAIN LINK FENCE
 - ▨ WORK ZONE



UPPER CHARLES RAIL TRAIL CLOSURE

CONTRACT AGREEMENT TOWN OF HOLLISTON, MASSACHUSETTS
UPPER CHARLES RIVER RAIL TRAIL – 8 ARCH BRIDGE RESTORATION

THIS AGREEMENT, is executed this ___ day of ___ in the year Two Thousand and Seventeen (herein referred to as the "AGREEMENT") by and between the Town of Holliston, Massachusetts, party of the first part, and _____ (Name of Contractor) party of the second part.

WITNESSETH, that the parties to these presents, each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, have undertaken, promised, and agreed and do hereby undertake, promise, and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for himself and his heirs, executors, administrators, successors and assigns, as follows:

- | | | | |
|------|---|------|--------------------------------|
| 1.01 | Definitions | 1.38 | Application of Moneys Retained |
| 1.02 | The Contract Documents | 1.39 | No Waiver |
| 1.03 | Obligations and Liability of Contractor | 1.40 | Liability of Owner |
| 1.04 | Authority of the Engineer | 1.41 | Guarantee |
| 1.05 | Supervision of Work | 1.42 | Retain Money for Repairs |
| 1.06 | Insurance | 1.43 | Return of Drawings |
| 1.07 | Patents | 1.44 | Cleaning Up |
| 1.08 | Compliance with Laws | 1.45 | Legal Address of Contractor |
| 1.09 | Provisions Required by Law Deemed
Inserted | 1.46 | Headings |
| 1.10 | Permits | 1.47 | Modification or Termination |
| 1.11 | Not to Sublet or Assign | 1.48 | Direct Labor cost |
| 1.12 | Delay by Owner | 1.49 | Massachusetts Tax Laws |
| 1.13 | Time for Completion | | |
| 1.14 | Liquidated Damages | | |
| 1.15 | Night, Saturday, Sunday and Holiday Work | | |
| 1.16 | Employ Competent Persons | | |
| 1.17 | Employ Sufficient Labor and Equipment | | |
| 1.18 | Intoxicating Liquors and/or Drugs | | |
| 1.19 | Access to Work | | |
| 1.20 | Examination of Work | | |
| 1.21 | Defective Work, Etc. | | |
| 1.22 | Protection Against Water and Storm | | |
| 1.23 | Right to Materials | | |
| 1.24 | Changes | | |
| 1.25 | Extra Work | | |
| 1.26 | Extension of Time on Account of Extra Work | | |
| 1.27 | Changes Not to Affect Bonds | | |
| 1.28 | Claims for Damages | | |
| 1.29 | Abandonment of Work or Other Default | | |
| 1.30 | Prices for Work | | |
| 1.31 | Moneys May Be Retained | | |
| 1.32 | Formal Acceptance | | |
| 1.33 | Progress Estimates | | |
| 1.34 | Partial Acceptance | | |
| 1.35 | Final Estimate and Payment | | |
| 1.36 | Liens | | |
| 1.37 | Claims | | |

DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments prior to the opening of Bids which Clarify, correct or change the Bidding Requirements or Contract Documents.

AGREEMENT - the written contract between Owner and Contractor covering the Work to be performed.

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED", "AS PERMITTED," or words of like import are used, it shall be understood that the direction, order, request, requirement, or permission of the Engineer is intended.

"APPROVED," "ACCEPTABLE," "SUITABLE," "SATISFACTORY," and words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer.

APPLICATION FOR PAYMENT - Form used by Contractor in requesting progress or final payments, format to be acceptable to the Engineer.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a bid for the work.

CHANGE ORDER - A document recommended by the Engineer, which is signed by the Contractor and Owner authorizing the addition, deletion or revision in the Work, or adjustment in the Contract Price or Contract Time, issued on or after the effective date of the Agreement.

CONTRACTOR - The person, firm or corporation with whom the Owner has entered into the Agreement. Contract Bonds - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

CONTRACT DOCUMENTS - The Agreement, Addenda, Bid, Post Bid documentation submitted prior to the Notice Award, The Notice to Proceed, Bonds, General Conditions, Supplementary Conditions, The Specifications, the Drawings, all written Amendments, Change Orders, Field Orders, and Engineers written interpretations and clarifications.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.

CONSTRUCTION SUPERINTENDENT - That person designated by the Contractor to carry out the provisions of the Contract.

DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the word elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State in which the Work is located and the United States Geodetic Survey (U.S.G.S.).

DRAWINGS- The part of the Contract Drawings which show the characteristics and Scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH - Wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as defined in this section.

ELEVATION - The figures given on the Drawings or in the other Contract Documents after the word "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER - The person, firm or corporation duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

FIELD ORDER - A written order issued by the Engineer which orders minor changes in the Work which do not involve a change in the Contract Price or an extension of the Contract time.

GENERAL REQUIREMENTS - Sections of Division 1 of the Specifications.

"HEREIN," "HEREINAFTER," "HEREUNDER," and words of like import shall be deemed to refer to the Contract Documents.

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OWNER - The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the Work is to be provided.

PROJECT OR CONTRACT - The undertaking to be performed in the Contract Documents.

PROJECT REPRESENTATIVE - The authorized representative of the owner who is assigned to the project site or any part thereof.

ROCK - wherever used as the name of an excavated material to be excavated, shall mean only boulders and pieces of concrete and masonry exceeding 1 cu. yd. in volume, or igneous, sedimentary, metamorphic, and conglomerate rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no loose, shaken, or previously blasted rock or broken stone in rock fillings, or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."

SHOP DRAWINGS - All drawings, diagrams, schedules and other data or information prepared for and submitted by the Contractor, to illustrate portions of the Work.

SPECIFICATIONS - The portions of the Contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTORS - An individual, firm or corporation, approved by the Owner and Engineer having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the Work on the Project.

SUBSTANTIAL COMPLETION - Shall mean either that the Work required by the Contract has been completed except for Work having a contract price of less than one percent of the then adjusted total Contract Sum, or substantially all of the Work has been completed and opened to public use except for minor incomplete or unsatisfactory Work items that do not materially impair the usefulness of the Work required by the Contract. Substantial Completion shall be conclusively determined by the Engineer after inspection of the Work.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements the General Conditions.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work or sent via electronic mail.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

THE CONTRACT DOCUMENTS

The Contract Documents, as defined above, are sometimes herein referred to as the "Contract".

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the AGREEMENT and the provisions of any of the other Contract Documents, the provisions of the AGREEMENT shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Owner, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the AGREEMENT.

OBLIGATIONS AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Owner, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless the Owner and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death

sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Owner, his officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Owner other than supervisory acts or omissions of the Owner in the Work.

The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Owner therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

The Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specification or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. The Owner shall not be responsible for any such

materials brought to the site by the Contractor, Subcontractors, Suppliers or anyone else for whom the Contractor is responsible.

To the fullest extent permitted by Laws and Regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage 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 (ii) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

AUTHORITY OF THE ENGINEER

The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.

The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner. He shall have authority (1) to act on behalf of the Owner to the extent expressly provided in the Contract or otherwise in writing; (2) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (3) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Owner and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

SUPERVISION OF WORK

The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.

At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

INSURANCE

Before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the AGREEMENT the Contractor shall procure and maintain insurance of the types specified in paragraphs (1) to (15), inclusive, below, and to the limits for this insurance specified in Table A at the end of this section. All insurance shall be obtained from companies satisfactory to the Owner and Engineer.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

The OWNER shall be named as an "additionally insured".

The following types of insurance shall be provided on all policies:

Workmen's Compensation and Employer's Liability Insurance.

Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.

Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.

Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.

Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.

Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.

Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the Work.

Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this AGREEMENT.

Owner's Protective Liability and Property Damage Insurance to protect the Owner and the Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the Owner and the Engineer as the named insured. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

Builders' Risk Insurance with an "All Risk" Installation Floater covering loss by fire and extended coverage in the completed value form in the amount of the total insurable value of all structures, materials, and equipment to be built and installed. The insurance shall be obtained from a company satisfactory to the Owner. The policy shall indicate Owner, the Contractor, all subcontractors, and the Engineer as the named insured with loss payable to the Owner as Trustee. The policy shall provide for a 30-day notice to the Owner of cancellation or restrictive amendment. A copy of the policy shall be furnished to the Owner and a Certificate of Insurance shall be furnished to the Engineer.

The insurance shall be obtained before the work is started and shall be maintained until the date of completion of the work as stated in the final estimate, or until the Owner occupies or otherwise take possession of the structure, whichever occurs first.

All policies shall be so written that the Owner will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverage provided, the limits of liability, and expiration dates shall be filed in triplicate with the Owner before operations are begun. Such certificates shall be on the form furnished by the Owner.

Certificates from the contractor naming the OWNER and BETA Group as additionally insured must be received by the Owner prior to initiating the work.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances. No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

PATENTS

The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Owner and Engineer, as an Indemnification and Hold Harmless Agreement. This Agreement shall be accepted and approved in form by the Owner and Engineer prior to the approval and/or installation of the product.

PATENT INDEMNIFICATION

"In consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), and the (Name of Owner), and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

COMPLIANCE WITH LAWS

The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

PERMITS

The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

NOT TO SUBLET OR ASSIGN

The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Owner, and shall not assign any of the moneys payable under the Contract, or his claim thereto,

unless by and with the like written consent of the Owner and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.

The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Owner and Engineer.

The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions, and applicable State or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

DELAY BY OWNER

The Owner may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

TIME FOR COMPLETION

The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limit stipulated in Table A at the end of this section, except as otherwise expressly provided herein.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.

If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Owner in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Owner shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Owner will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.

The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

LIQUIDATED DAMAGES

In case the Contractor fails to complete the Work satisfactorily on or before the date of completion fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Owner shall deduct from the payments due the Contractor each month the sum set forth in **Table A** at the end of this section for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Owner.

NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

No work shall be done at night, on Saturday on Sunday or on a holiday except (1) usual protective work, such as pumping and the tending of lights, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the next paragraph below are met.

No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Owner, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) in the sole judgment of the Owner and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Owner has given written permission for such night work. The Contractor is responsible for obtaining all permits and approvals required.

EMPLOY COMPETENT PERSONS

The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Owner, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

INTOXICATING LIQUORS AND/OR DRUGS

The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

ACCESS TO WORK

The Owner, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

EXAMINATION OF WORK

The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor. Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.

Examination of inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

DEFECTIVE WORK, ETC.

Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Owner all resulting costs, expenses, losses or damages suffered by the Owner.

If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

PROTECTION AGAINST WATER AND STORM

The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

RIGHT TO MATERIALS

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Owner. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

CHANGES

The Owner, through the Engineer, may make changes in the Work and in the Drawings and Specifications therefor by making alterations therein, additions thereto or omissions therefrom. All work resulting from such changes shall be performed and furnished under the pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the Work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefor at the unit prices stipulated in the Contract for such work, except that if unit prices are not stipulated for such work, compensation for additional or increased work shall be made as provided hereinafter under the subsection titled "Extra Work"; and for eliminated or decreased work the Contractor shall allow the Owner a reasonable credit as determined by the Engineer.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for or be entitled to any additional compensation, damages or for loss of anticipated profits on work that is eliminated.

EXTRA WORK

The Contractor shall perform any extra work (work in connection with the Contract but not provided for herein) when and as ordered in writing by the Engineer, at the unit prices stipulated in the Contract for such work or, if none are so stipulated, whether (a) at the price agreed upon before such work is commenced and named in the written order for such work, or (b) if the Engineer so elects, for the reasonable cost of such work, as determined by the contractor and approved by the Engineer, plus a percentage of such cost, as set forth below. No extra work shall be paid for unless specifically ordered as such in writing by the Engineer.

The Contractor shall submit claim for any extra work within ten (14) calendar days of performing said extra work. The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foremen, and the fair rental of all machinery and equipment used on the extra work for the period of such use.

At the request of the Engineer, the Contractor shall furnish itemized statements for the cost of the extra work ordered as above and give the Engineer access to all records, accounts, bills and vouchers and correspondence relating thereto. The Contractor may include in the cost of extra work the amounts of additional premiums, if any, (other than premiums on bonds) paid on the required insurance on account of such extra work, of Social Security or other direct assessments upon the Contractor's payroll by Federal or other properly authorized public agencies, and of other approved

assessments when such assessments are not normally included in payments made by the Contractor directly to his employees, but in fact are, and are customarily recognized as, part of the cost of doing work.

The fair rental for all machinery and equipment shall be based upon the most recent edition of "Compilation of Rental Rates for Construction Equipment," published by the Associated Equipment Distributors, or a similar publication approved by the Engineer. Rental for machinery and equipment shall be based upon an appropriate fraction of the approved monthly rate schedule. If said extra work requires the use of machinery or equipment not already on the site of the Work the cost of transportation, not exceeding a distance of 100 miles, of such machinery or equipment to and from the Work shall be added to the fair monthly rental; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

The Contractor shall not include in the cost of extra work any cost or rental of small tools, building, or any portion of the time of the Contractor, his superintendent, or his office and engineering staff.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor may add 20 percent to cover his overhead, use of capital, the premium on the Bonds as assessed upon the amount of this extra work, and profit.

In the case of extra work done under (b) by a subcontractor the subcontractor shall compute, as above, his cost for the extra work, to which he may add 20 percent as in the case of the Contractor. The Contractor shall be allowed an additional 5 percent of the subcontractor's initial cost for the extra work prior to the 20 percent adjustment, to cover the costs of the Contractor's overhead use of capital, the premium on the Bonds as assessed upon the amount of this work, and profit. Said subcontractor's cost must be reasonable and approved by the Engineer.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of men employed, the nature of the work performed, and hours worked, materials and equipment incorporated, and machinery or equipment used, if any, in the prosecution of such extra work. This daily record, to constitute verification that the work was done, must be signed both by the Contractor's authorized representative and by the Engineer. A separate daily record shall be submitted for each Extra Work Order.

EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK

When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, and extension of time shall be granted as hereinbefore provided.

CHANGES NOT TO AFFECT BONDS

It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

CLAIMS FOR DAMAGES

If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner a copy of the statement, together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor

shall have complied in all respects with the Article titled "Authority of the Engineer", including, but not limited to the filing of a written protest in the manner and within the time therein provided.

ABANDONMENT OF WORK OR OTHER DEFAULT

If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Owner may designate; and the Owner may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor.

In addition to the said entire cost and expense of completing the Work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Owner any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Owner by reason of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any Contractors employed by the Owner take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Owner under this subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any moneys due of payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor the Owner shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

PRICES FOR WORK

The Owner shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

MONEYS MAY BE RETAINED

The Owner may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Owner may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder, in accordance with the States General Laws.

FORMAL ACCEPTANCE

This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Owner.

PROGRESS ESTIMATES

Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Owner shall retain a percentage of such estimated value, as set forth in Table A at the end of this section, as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract.

Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule must be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefor and if such materials and equipment are delivered and properly stored, protected and insured as determined by the Engineer, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Owner, transferring and assigning to the Owner full ownership and title to such materials or equipment.

The Owner shall pay monthly to the Contractor in accordance with General Laws Chapter 30, Section 39, as amended: Within fifteen (15) days (twenty-four (24) days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the Owner if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the Owner will make periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the Owner, less (1) a retention based on its estimate of the fair value of its claims against the Contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39F and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within 65 days after (a) the Contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of original contract price, or (b) the Contractor substantially completes the work and the Owner takes possession for occupancy, whichever occurs first, the Owner shall pay the Contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the Contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section 39 F, or based on the record of payments by the Contractor to the subcontractors under this contract if such record of payment indicates that the Contractor has not paid subcontractors as provided in section 39 F. If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until payment delivered or mailed to the Contractor; provided, that no interest shall be due, in any event, on the amount due on periodic estimate for final payment until 15 days (24 days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the Owner if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest in accordance with the amount due each subcontractor. Forthwith after the Contractor receives payment on account of a periodic estimate, the Contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

Not later than the 65th day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the Owner shall pay that amount to the Contractor. The Contractor shall forthwith pay to the subcontractor the full amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the Contractor.

Each payment made by the Owner to the Contractor pursuant to subparagraphs (2) and (3) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the Contractor for the account of that subcontractor; and the Owner shall take reasonable steps to compel the Contractor to make each such payment to each such subcontractor. If the Owner has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the Contractor or which is to be included in a payment to the Contractor for payment to the subcontractor as provided in subparagraphs (2) and (3), the Owner shall act upon the demand as provided in this section.

If, within 70 days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the 70th day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the subcontractor.

Within 15 days after receipt of the demand by the Owner, but in no event prior to the 17th day after substantial completion of the subcontract work, the Owner shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount (i) retained by the Owner as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the Contractor in the sworn reply; provided, that the Owner shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (5). The Owner shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

The Owner shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (6) in an interest-bearing joint account in the names of the Contractor and the subcontractor in a bank in Massachusetts selected by the Owner or agreed upon by the Contractor and the subcontractor and shall notify the Contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the Contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (7) shall be made out of amounts payable to the Contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the Contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the Owner to the Contractor to the extent of such payment.

The Owner shall deduct from payments to a Contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (7), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the Contractor.

If the subcontractor does not receive payment as provided in subparagraph (2) or if the Contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (2), the

subcontractor may demand direct payment by following the procedure in subparagraph (5) and the Contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the Contractor. Thereafter the Owner shall proceed as provided in subparagraph (6), (7), (8), and (9).

"Subcontractor" as used in Section 1.34 shall mean a person who files a sub-bid and receives a subcontract as a result of that filed subbid or who is approved by the Owner in writing as a person performing labor or both performing labor and furnishing materials pursuant to a contract with the Contractor.

PARTIAL ACCEPTANCE

The Owner may, at any time in a written order to the Contractor (1) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (2) enclose a tentative list of items remaining to be completed or corrected, and (3) fix the date of acceptance of that specified part of the Work.

Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Owner shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.

Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Owner and the Contractor. The Owner shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Owner will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

FINAL ESTIMATE AND PAYMENT

As soon as practicable (but not more than sixty-five (65) days after final completion of the Work), the Engineer shall make a final estimate in writing of the quantity of Work done under the Contract and the amount earned by the Contractor.

The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due hereunder after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract. Except as in this subsection otherwise provided, such payment shall be made not later than fifteen (15) days after but in no event before, the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable Lien Law, or, if such time is not specified by law, the expiration of thirty (30) days after the completion of the Engineer's final estimate.

All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment as determined by the Engineer.

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 under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to be the parties to this Agreement, any payment, including final payment under, this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

LIENS

If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge, removal or disposition, the Owner shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgement, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

CLAIMS

If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

APPLICATION OF MONEYS RETAINED

The Owner may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Owner and chargeable to the Contractor hereunder or as determined hereunder.

NO WAIVER

Neither the inspection by the Owner or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Owner, nor any extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

LIABILITY OF OWNER

No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Owner or of an agent of the Owner or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

GUARANTEE

The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Owner may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

RETAIN MONEY FOR REPAIRS

The Owner may retain out of the moneys otherwise payable to the Contractor hereunder a percentage of the amount thereof as set forth in Table A at the end of this section, and may expend the same, in the manner hereinafter provided, in making such repairs, corrections and replacements in the Work as the Owner, in its sole judgement, may deem necessary.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Owner may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Owner within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Owner may employ other persons to make the same. The Owner shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

RETURN OF DRAWINGS

All Drawings furnished by the Owner or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

CLEANING UP

The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

LEGAL ADDRESS OF CONTRACTOR

The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

HEADINGS

The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

MODIFICATION OR TERMINATION

Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

DIRECT LABOR COST

Direct labor cost percentage for change orders in accordance with MGL c.30, §39G as amended shall be ____ percent. (Direct labor cost percent shall be established following award and prior to execution of the Contract).

MASSACHUSETTS TAX LAWS

The Contractor shall provide a statement that indicates compliance with all the requirements of Massachusetts General Law Chapter 233.

TERMINATION FOR CONVENIENCE

This Agreement may be terminated by the Owner upon not less than seven days' written notice for the Owner's convenience. In the case of termination for convenience, the Owner shall be responsible for amounts due the Contractor for work performed through the date of termination, provided that the Contractor shall submit a request for payment in accordance with the provisions hereof. The Contractor shall have no other claim for payments due with respect to such termination including any claim for lost profits with respect to the balance of the project.

EQUAL EMPLOYMENT OPPORTUNITY, ANTIDISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, religion, color, sex, age, or national origin; and that it shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, religion, color, sex, age, handicapped status, or national origin.

UNLAWFUL CONDUCT AND PARTICIPATION IN BOYCOTT

The Contractor shall not participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

Town of Holliston

IN WITNESS WHEREOF, the parties to this AGREEMENT have hereunto set their hands and seals, and have executed, or caused to be executed by their duly authorized officials, the AGREEMENT in Four (4) copies, each of which shall be deemed an original, as of the day and year first above-written.

The Town of Holliston
(Owner – party of the first part)

BY:

Chairman, Board of Selectmen

Date

Print Name

(Contractor - party of the second part)

BY:

(SEAL)

(Title)

ATTEST:

(Address)

Appropriation/Availability of Funds:

Town Accountant

Date

Chief Procurement Officer:

WITNESSES

Date

Town of Holliston, Massachusetts
(Owner - party of the first part)

BY:

Town of Holliston

(SEAL)

ATTEST:

(Contractor - party of the second part)

BY:

(SEAL)

(Title)

ATTEST:

(Address)

Approved As To Form:

Legal Counsel for Town of Holliston, Massachusetts

**CERTIFICATE OF ACKNOWLEDGMENT OF CONTRACTOR IF A CORPORATION
For AGREEMENT**

State of _____)

) ss

County _____)

on this _____ day of _____, 2017, before me personally

came _____ to me known, who being me duly

sworn, did depose and say as follows:

That he resides at _____

and is the _____

of _____

the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of said corporation; that the seal affixed to the foregoing instrument is such corporate seal and it was so affixed by order of the Board of Directors of said corporation; and that by the like order he signed thereto his name and official designation.

Notary Public (Seal)

My commission expires _____

CERTIFICATE OF OWNER'S LEGAL COUNSEL

I, the undersigned, _____ the duly authorized and acting legal
representative of the _____, acting herein through its
_____, do hereby certify as follows:

I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

By: _____
(Signature)

Date: _____

(Name)

(Title)

(Address)

(City, State, Postal code)

CONTRACT BONDS

PERFORMANCE BOND

(NOTE: This Bond is issued simultaneously with the attached Labor and Materials Bond in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

and having a usual place of business at _____,

_____ as Principal, and _____, a corporation duly organized

under the Laws of the State (or Commonwealth) of _____,

and duly authorized to do business in the State (or Commonwealth) of Massachusetts,

and having a usual place of business at _____ as Surety, are holden
and stand firmly bound and obligated unto Town of Holliston, Massachusetts, as obligee, in the sum of

_____ lawful money of the
United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, be means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a contract with the said obligee for **Upper Charles River Rail Trail 8 Arch Bridge Restoration in the Town of Holliston, Massachusetts**, a copy of which agreement is attached hereto and by references made a part hereof.

NOW THEREFORE, THE CONDITION of this obligation is such that if the Principal shall well and truly keep and fully and faithfully perform all of the terms and conditions of said AGREEMENT and of the "Contract Documents" referred to in said AGREEMENT (which collectively are hereinafter and in said AGREEMENT sometimes referred to as the "Contract") and all modifications thereof on the Principal's part to be performed, this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the said Principal shall be, and declared by the Owner to be, in default under the said Contract, the Owner having performed the Owner's obligations thereunder Surety, for value received, shall promptly remedy the default, or, at the option of the Owner, shall promptly.

(a) Complete the said AGREEMENT and/or Contract in accordance with its terms and conditions, or

- (b) Obtain a bid or bids for submission to and the approval of the Owner for completing the said AGREEMENT and/or Contract and any modifications thereof in accordance with the terms and conditions thereof, and upon determination by the Owner and the Surety of the lowest responsible and acceptable bidder, arrange for a contract between such bidder and the Owner, and make available to the Owner as the work progresses (even though there should be default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less a sum that shall be equal to the difference between the Contract price as fixed and provided in said AGREEMENT and/or Contract or any modifications thereof to be paid thereunder to the Principal and the amount previously paid by the Owner to and/or for the account of and/or chargeable against the Principal, but not exceeding (including other costs and damages for which the Surety may be liable hereunder) the amount set forth in the first paragraph hereof.

The Surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way effect the Surety's obligations on this bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

No right of action shall accrue on this Bond to or for the use of any persons other than the Owner named herein or the heirs, executors, administrators, successors and assigns of the Owner.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

_____ counterparts of this bond, this _____ day of _____,

in the year Two Thousand and _____.

Principal (SEAL)

Principal (SEAL)

Principal (SEAL)

Surety (SEAL)

Surety (SEAL)

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an appropriate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

Important Requirement

Surety Companies executing BONDS must appear on the U.S. Treasury Department's most current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Performance Bond is Directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

LABOR AND MATERIALS BOND

(NOTE: This Bond is issued simultaneously with the attached Performance Bonds in favor of the Owner.)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(an individual, a partnership, a corporation)

duly organized under the Laws of the State (or Commonwealth) of _____,

having a usual place of business at _____,

_____ as Principal, and _____ a corporation duly organized

under the Laws of the State (or Commonwealth) of _____,

and duly authorized to do business in the State (or Commonwealth) of _____,

and having a usual place of business at _____, as Surety, are holden and stand firmly bound and obligated unto the Town of Holliston, Massachusetts, as obligee, in the sum of

_____ lawful money of the United States of America, to and for the true payment whereof we bind ourselves and, each of us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal, by means of a written AGREEMENT (which together with the Contract Documents in said AGREEMENT referred to are collectively sometimes referred to as the "Contract") dated _____, has entered into a contract with the said obligee for **Upper Charles River Rail trail 8 Arch Bridge Restoration in the Town of Holliston, Massachusetts**, in the Town of Holliston, Massachusetts, a copy of which agreement is attached hereto and by references made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such, that if the Principal shall promptly make payments to all claimants as hereinafter defined, for all labor performed or furnished and for all materials and equipment furnished for or used in or in connection with the Work called for by said AGREEMENT and/or Contract and any modifications thereof, including lumber used but not incorporated in said Work, and for the rental or hire of vehicles, tools and other appliances and equipment furnished for or used in connection with said Work, this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (a) A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, materials and/or equipment used or reasonably required for use in the performance of the said Work, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental or equipment directly applicable to the said AGREEMENT and/or Contract and any modifications thereof.
- (b) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials or equipment were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (c) No suit or action shall be commenced hereunder by any claimant.

Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials or equipment for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials or equipment were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the said Work is located, save that such service need not be made by a public officer;

After the expiration of one (1) year following the date on which the Principal ceased work on said AGREEMENT and/or Contract and any modifications thereof, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the State in which the said Work, or any part thereof, is situated, or in the United States District Court for the district in which the said Work, or any part thereof, is situated, and not elsewhere.

- (d) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said AGREEMENT and/Contract or said Work, whether or not claim for the amount of such lien be presented under and against this bond.

The surety, for value received, agrees further that no changes in, omissions from, or alterations, modifications or additions to the terms and provisions of said AGREEMENT and/or Contract or the Work to be performed thereunder, and that no extensions of time given or changes made in the manner or time of making payments thereunder, shall in any way affect the Surety's obligations on this Bond, and the Surety hereby waives notice of any such changes, omissions, alterations, modifications, additions or extensions.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to _____

counterparts of this Bond, this _____ day of _____, in
the year Two Thousand and _____.

Principal (SEAL)

Principal (SEAL)

Principal

_____(SEAL)
Principal

_____(SEAL)
Surety

_____(SEAL)
Surety

NOTE:

If the Principal (Contractor) is a partnership, the Bond should be signed by each of the partners.

If the Principal (Contractor) is a corporation, the Bond should be signed in its correct corporate name by its duly authorized officer or officers.

If this Bond is signed on behalf of the Surety by an attorney-in-fact, there should be attached to it a duly certified copy of his power of attorney showing his authority to sign such Bonds.

There should be executed an approximate number of counterparts of the Bond corresponding to the number of counterparts of the AGREEMENT.

Date of Bond must not be prior to the date of Contract.

Important Requirement

Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

The attention of the Surety Companies and Principal executing this Labor and Materials Bond is directed to the fact that said Bond shall remain in full effect throughout the life of any guaranty or warranty periods stipulated in the Contract Documents and/or Agreement.

- 1.01 General Provisions
- 1.02 Definitions
- 1.03 Materials and Equipment
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- 1.22 Fire Prevention and Protection
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- 1.24 Disposal of Debris
- 1.25 Night, Saturday, Sunday and Holiday Work
- 1.26 Length of Work Day
- 1.27 Hurricane Protection
- 1.28 Reduction in Scope of Work

1.01 GENERAL PROVISIONS

- A. The duties and obligations imposed by these General Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- B. Sections of Division 1, General Requirements govern the execution of the Work of all sections of the specifications.
- C. The Specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless stated otherwise.

1.02 DEFINITIONS

- A. Wherever the words as listed in subsection 1.01 of the AGREEMENT or pronouns used in their stead occur in the Contract Documents, they shall have the meanings as given in the AGREEMENT.

1.03 MATERIALS AND EQUIPMENT

A. General

- 1. Unless otherwise provided in the Contract Documents, only new materials and equipment shall be incorporated in the Work.
- 2. As soon as possible after execution of the AGREEMENT, submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment proposed to be incorporated into the Work.
- 3. When shop and working drawings are required as specified below, submit, prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications.
- 4. Submit data relating to the materials and equipment proposed to be incorporated into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop and working drawings.

B. Handling

- 1. Handle, haul, and distribute materials and all surplus materials on the different portions of the Work, required to complete the Work in accordance with the Contract Documents.
- 2. Provide suitable storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished under this Contract, until the final completion and acceptance of the Work.
- 3. Pay all storage and demurrage charges by transportation companies and vendors.

C. Storage of Excavated Material

1. Place excavated materials and equipment to be incorporated in the Work so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work.
2. Materials shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants and occupants.

D. Inspection

1. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer.
2. No material shall be processed or fabricated for the Work or delivered to the work site without prior concurrence of the Engineer.
3. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor.
4. Defective materials and equipment shall be removed immediately from the site of the Work.

E. Inspection away from Site

1. If work to be done, away from the construction site, is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time, as determined solely by the Engineer, so that the necessary arrangements for the inspection can be made.

F. Samples

1. Submit samples of materials for tests, as the Engineer deems necessary to demonstrate conformance with the Specifications. Such samples, including concrete test cylinders, shall be furnished, taken, stored, packed, and shipped by the Contractor as directed by the Engineer.
2. Furnish suitable molds for making concrete test cylinders. Except as otherwise expressly specified, the Owner shall make arrangements for, and pay for, the tests.
3. Pack samples so as to reach their destination in good condition, and label to indicate the material represented, the name of the building or work and location for which the material is intended, and the name of the Contractor submitting the sample. To ensure consideration of samples, notify the Engineer by letter that the samples have been shipped and properly describe the samples in the letter. Send letter of notification separate from the samples.
4. Submit data and samples, or place his orders, sufficiently early to permit consideration, inspection and testing before the materials and equipment are needed for incorporation in the Work. The consequences for failure to do so shall be the Contractor's sole responsibility.
5. In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., provide such samples of workmanship of wall, floor, finish, etc., as may be required.
6. After review of the samples, data, etc. the materials and equipment used for the Work shall in all respects conform therewith.

G. Shop Testing

1. When required, furnish to the Engineer in triplicate, sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

1.04 CONTRACTOR'S SHOP AND WORKING DRAWINGS

- A. Submit shop drawings to the Engineer for review and approval.
- B. All submittals will be identified as the Engineer may require and in the number of copies also as required by the Engineer.
- C. The data shown on the Shop Drawings will be complete regarding quantities, dimensions, specified performance and design criteria, materials and other data as particular to the Work that the Contractor proposes to provide.

1.05 OCCUPYING PRIVATE LAND

A. Entering or occupying with men, tools, materials, or equipment, any land outside the rights of-way or property of the Owner (except after written consent from the proper parties) will not be permitted. A copy of the written consent shall be given to the Engineer.

1.06 INTERFERENCE WITH AND PROTECTION OF STREETS

- A. Obtain permits from the governing authorities prior to obstructing any portion of a street, road, or private way. If any street, road or private way is rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as ordered by the governing authorities.
- B. Maintain streets, roads, private ways, and walks not closed in a passable and safe condition,
- C. Provide at least 24 hours in advance, notice to the Owner, Police, Fire and School Departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. Cooperate with all Departments in the establishment of alternate routes and provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

1.07 SAFETY

- A. Take all precautions and provide safeguards to prevent personal injury and property damage. Provide protection for all persons including but not limited to employees and employees of other contractors and subcontractors; members of the public; and employees, agents and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. Provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.
- B. Provide and maintain all safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment.
- C. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.
- D. Designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.

1.08 EXISTING FACILITIES

A. Dimensions of Existing Structures

1. Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

B. Proposed Pipe Location

- 1. Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner, acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings, etc., are noted on the Drawings, such notation is for the Contractor's convenience and does not relieve him for laying and jointing different or additional items where required.
- 2. Small interior piping is indicated diagrammatically on the Drawings, and the exact location is to be determined in the field. Piping shall be arranged in a neat, compact, and workmanlike manner, with a minimum of crossing and interlacing, so as not to interfere with equipment or access way, and, in general, without diagonal runs.

C. Interference with Existing Works

- 1. Conduct operations so as to interfere as little as possible with existing works. Develop a program, in cooperation with the Engineer and interested officials, which shall provide for the construction and putting into service of the new works in the most orderly manner possible. This program shall be adhered to except as deviations therefrom are expressly permitted. All work of connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest time when the demands on the facilities best permit such interference, even though it may be necessary to work outside of normal working hours to meet these requirements. Electrical connections should be coordinated with the Owner so as to minimize disruption of normal plant operations. Before starting work which will interfere with the operation of existing facilities, perform preparatory work and see that all tools, materials and equipment are made ready and at hand.
- 2. Repair utilities damaged by the Contractors operations during the progress of the work, and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. Contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the work but the entire responsibility and expense shall be with the Contractor.

3. Make such minor modifications in the work relating to existing structures as may be necessary, without additional compensation.
4. Submit no claim for additional compensation by reason of delay or inconvenience in adapting his operations to the need for continuous flow of sewage.

D. Existing Utilities or Connections

1. The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not imply nor guarantee the data and information in connection with underground pipes, conduits, structures and such other parts as to their completeness, nor their locations as indicated. The Contractor shall assume that there are existing water, sewer, gas and other utility connections to each and every building enroute, whether they appear on the drawings or not. An expense and/or delay occasioned by utilities and structures, or damage thereof, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.
2. Above ground utilities may be present in the areas of the proposed Work. Take all necessary actions and/or precautions, including, but not limited to, utility company notification and necessary relocations (both temporary and permanent), to insure proper protection of those aboveground utilities and appurtenances to be affected by his operations. All costs associated with the aboveground utilities shall be paid by the Contractor at no additional expense to the Owner.
3. If and when encountered, existing utilities shall be properly supported and protected during the construction work and the Engineer shall be notified accordingly. The operation of existing utilities shall not be interrupted except with written permission of the operator and owner of such utilities. Allow ample time for all measures as may be required for the continuance of existing utility operations. Take extreme precautions to minimize disruption of utilities. Make prompt and full restitution for repairs by others for all disruptions caused by operations required to perform the Work.
4. Comply with all requirements of utility organizations involved.

E. Failure to Repair

1. Any emergency rising from the interruption of electric, telephone, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.
2. If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner, may at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

F. Disturbance of Bounds

1. Replace all bounds disturbed during the construction operation, at no additional cost to the Owner. The bounds shall be relocated by a land surveyor approved by the Engineer and registered in the State that the Work is to be done.

1.09 WORK TO CONFORM

- A. During its progress and on its completion, the Work shall conform to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in strict accordance with the Contract Documents and the directions given from time to time by the Engineer.
- B. All work done without instructions having been given therefore by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

1.10 PLANNING AND PROGRESS SCHEDULES

- A. Before starting the Work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the Work and the various steps he intends to take.
- B. Within 14 calendar days after the date of formal execution of the AGREEMENT, the Contractor shall prepare and submit to the Engineer (a) a written schedule fixing the dates on which additional drawings, if any, will be needed by the Contractor and (b) a written schedule fixing the respective dates for the start and completion of various parts of the Work. Each such schedule shall be subject to review from time to time during the progress of the Work.

1.11 PRECAUTIONS DURING ADVERSE WEATHER

A. During adverse weather and against the possibility thereof, take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required by the manufacturer of the material or equipment to be installed, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

B. During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by suitable means that will result in a moist or dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will be warm throughout when used.

1.12 TEMPORARY HEAT

A. If temporary heat is required for the protection of the Work, provide and install suitable heating apparatus, provide adequate and proper fuel, and shall maintain heat as required.

B. Temporary heating apparatus shall be installed and operated in such manner that finished work will not be damaged.

1.13 ELECTRICAL ENERGY

A. Make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for the proper completion of the Work and during its entire progress. Provide and pay for all temporary wiring, switches, connections, and meters.

B. Provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

1.14 CERTIFICATES OF CONFORMANCE

A. Furnish to the Engineer, in the manner as directed and prior to actual installation, notarized certificates of conformance for all materials to be furnished under this Contract. The notarized certificates of conformance shall state that the material to be furnished meets or exceeds all requirements specified under the Contract Documents. When so directed, the manufacturer's notarized certificates of conformance, certifying that the materials meet the requirements specified shall accompany each shipment of material. Unless otherwise specifically specified and/or directed by the Engineer, all testing of materials required under this Contract shall be provided by the Contractor at no additional expense to the Owner.

1.15 PATENTS

A. Pay, at no additional expense to the Owner, all applicable royalties and license fees associated with the materials and construction methods to be used under this Contract. Defend all suits or claims for infringements of any patent rights, and save the Owner and Engineer harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer (s) is specifically specified with no option to the Contractor. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner.

B. Refer to Specification Section 1.07, Patents, regarding the Contractor's responsibilities for any patent rights associated with the materials and construction methods to be used under this Contract.

1.16 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately, in the Engineer's sole judgment and/or opinion, the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance. It shall not be purchased or installed without his written approval. In all cases new material shall be used in the project.

B. If more than one brand, name of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device or equipment, which in the opinion of the OWNER and/or ENGINEER, is the recognized equal of that specified (considering quality, workmanship, and economy of operation), and is suitable for the purpose intended, may be accepted.

C. ENGINEER will be allowed a reasonable time within which to evaluate submittals for Substitute Items. ENGINEER will be the sole judge of acceptability. No "Or Equal" or Substitute Item will be ordered, installed or

utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any "or equal" or substitute. ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitutes proposed or submitted by CONTRACTOR and in making changes to the Contract Documents. Whether or not ENGINEER accepts a Substitute Item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed Substitute Item.

1.17 ADDITIONAL OR SUBSTITUTE BONDS

A. If at any time the Owner, for justifiable cause, shall be or become dissatisfied with any Surety or Sureties than upon the performance or payment bonds, the Contractor shall, within five (5) calendar days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be acceptable to the Owner. The Contractor shall pay the premiums on such bonds with no additional expense to the Owner. No further payments shall be deemed due nor will be made until the new Surety or Sureties shall have furnished such as acceptable bond to the Owner.

1.18 SEPARATE CONTRACTS

A. The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of this project or contiguous projects of the Owner. The Contractor, therefore, will afford any such other contractors reasonable opportunity for the introductions and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

B. Coordinate operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work.

C. It is essential that all parties interested in the project cooperate to the end that the entire project will be brought to a successful conclusion as rapidly as possible, but the Owner cannot guarantee that no interference or delay will be caused thereby. Interference and delay resulting from such cooperation shall not be basis of claims against the Owner.

1.19 PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

A. The Contractor and each of his Subcontractors shall prepare his payrolls on forms prescribed and in accordance with instructions to be furnished by the Owner. Within seven (7) days after the regular payment date of the payroll, the Contractor shall deliver to the Owner, with copies to the Engineer, a certified legible copy or copies of each such payroll. Each such payroll shall contain the statement required by the Federal Regulations issued pursuant to the "Anti-Kickback Statute", (48 Stat. 948; 18 U.S.C. 874; 40 U.S.C. 276C).

B. Carrying any person on his payrolls not employed by him will not be permitted. Carrying employees of a subcontractor on his payrolls will not be permitted, but such employees must be carried on the payrolls of the employing subcontractor.

C. Each Contractor or Subcontractor shall preserve his weekly payroll records for a period of three (3) years from the date of completion of the Contract. The payroll records shall set out accurately and completely the name, occupational classification, and hourly wage rate of each employee, hours worked by him during the payroll period and full weekly wages earned by him, and deductions made from such weekly wages and the actual weekly wages paid to him. Such payroll records shall be made available at all times for inspection by the Owner or his authorized representatives, the Engineer or by agents of the United States Department of Labor.

1.20 PAYMENTS BY CONTRACTOR

A. Pay for all traffic control, safety, transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered. Reimbursable costs for services rendered, as specified in the Contract Documents, shall not be incorporated into partial payment estimates until such time that the Contractor submits to the Engineer actual paid invoices from those in which services were rendered.

1.21 "DIG SAFE" LAW

A. Before proceeding with construction operations, the Contractor shall notify the State of Massachusetts Underground Plant Damage Prevention Systems (DIG SAFE at 1-888-344-7233), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than that shown on the drawings, or which were made known to the Contractor

prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

1.22 FIRE PREVENTION AND PROTECTION

A. State and municipal rules and regulations with respect to fire prevention, fire-resistant construction and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

B. Provide fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, for the protection of the contract work, and adjacent property. Trained personnel experiences in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

1.23 DUST CONTROL

A. Exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Pavements adjoining pipe trench shall be kept clean of excess materials wherever and whenever directed by the Engineer. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the Bid.

1.24 DISPOSAL OF DEBRIS

A. The materials from the demolition, and those used in the construction of the Work throughout the project, shall be deposited in such a manner so as to not endanger persons or the Work, and so that free access may be had at any time to all hydrants, gates and existing equipment in the vicinity of the work. The materials shall be kept trimmed-up so as to be of as little inconvenience as possible to the public travel and plant operations. All excavated materials not approved for backfill and fill, all surplus material, and all rock and boulders resulting from the excavations, shall be removed and satisfactorily disposed of off the site by the Contractor, at no additional expense to the Owner.

B. The materials being removed from the pipelines and manholes during the cleaning process shall be deposited in such a manner as to not endanger the public, plant personnel or persons performing the work. Such debris deposits may be of such nature, high in biological organic contents, or chemically aggressive that they will require proper disposal in a safe, health risk free, environment. Contact the Owner and Engineer and all agencies having jurisdiction thereof, for approval of debris disposal methods and locations of disposal, prior to disposing of any or all debris removed from pipe cleaning methods. All debris shall be removed and satisfactorily disposed of off the work site, at no additional expense to the Owner.

1.25 NIGHT, SATURDAY, SUNDAY AND HOLIDAY WORK

A. No work shall be done at night or on Saturdays, or Sundays or holidays without the prior written approval of the Owner and Engineer.

1.26 LENGTH OF WORK DAY

A. The Owner retains the right to restrict the Contractor to an eight-hour workday. Such restrictions shall not be the basis for damages or claims against the Owner.

B. The Contractor's attentions is also directed to the fact that should it be deemed necessary to perform various items of work during off-peak flow or traffic hours, early morning or late night hours, then he shall notify the Engineer a minimum of 24 hours in advance as to his intentions and reasons for the change in work hours. The Contractor shall be responsible for properly contacting and informing all involved parties of such a change in work hours. The Contractor shall not be entitled to any additional compensation from the Owner for any expenses that may be incurred by change of working hours and/or scheduling.

1.27 HURRICANE PROTECTION

A. Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the work and to adjacent property. These precautions shall include closing all openings; removing all loose materials, tools and/or equipment from exposed locations; and removing or securing scaffolding and other temporary work.

SUPPLEMENTARY CONDITIONS

- 1.01 General
- 1.02 Limits of Normal Excavation
- 1.03 Covering Excavated Trench
- 1.04 Maintaining Trench Excavations
- 1.05 Disruption of Storm Drains
- 1.06 Land, Easements and Rights-of-Way
- 1.07 Cleaning Finished Work
- 1.08 Uniformed Police Details

1.01 GENERAL

- A. These Supplementary Conditions are requirements which amend or supplement the General Conditions specified elsewhere.
- B. The duties and obligations imposed by these Supplementary Conditions will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- C. Assertion of any claim for any additional compensation or damages on account of and/or the fulfillment of these Supplementary Conditions will not be allowed.

1.02 LIMITS OF NORMAL EXCAVATION

- A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are indicated in the Contract Documents.
- B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 inches plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3.0 feet, a width of 3.0 feet shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 feet below the bottom of the pipe in earth and 0.5 feet in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the cradle. The trench width for the cradle shall be assumed to be that specified above for pipes in the trench.
- C. For concrete placed directly against undisturbed earth, the normal width and depth of the excavation for such concrete shall be measured to the neat lines of the concrete as indicated on the Drawings or as ordered.
- D. For concrete placed against rock surfaces resulting from rock excavation, the normal width and depth of the excavation shall be measured to 4 inches outside the neat lines of the concrete as indicated on the Drawings or as ordered.
- E. For other structures, except manholes as noted below, the normal width shall be measured between vertical planes 1.0 feet outside the neat lines of the several parts of the structure, except that the width at any elevation shall be measured as not less than the width at a lower elevation. The normal depth shall be measured to the underside of that part of the structure for which the excavation is made.
- F. No additional width or depth of trenches excavated in earth or rock shall be allowed at standard circular manholes. The pay limit for rock removed outside proposed manholes shall commence one foot (1.0) outside the widest dimension of the structure or shall be the maximum connecting trench width, whichever is greater.
- G. Wherever bell holes are required for jointing pipe, they shall be provided without additional compensation over and above that resulting from measurements as above described.

1.03 COVERING EXCAVATED TRENCH

- A. In addition to the requirements in Section 00700 titled Interference with and Protection of Streets. Cover all open excavations when construction operations are suspended at the end of the day, or in excavated trenches where work is not actually in progress. Cover shall be capable of withstanding AASHTO H20-S16 loading. This cover shall consist of steel plates or some other satisfactory cover of adequate size and strength suitably held in place to keep all traffic out of excavations, all as verified in writing by the Contractor. The cover shall be laid over the excavation until it is backfilled.

1.04 MAINTAINING TRENCH EXCAVATIONS

- A. The length of trench opened at any time, from point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length of space considered reasonably necessary and expedient by the Engineer. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum inconvenience and danger to the public and all other parties concerned.
- B. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, the Contractor take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any other reason it is not expedient to backfill the trench immediately, construct and maintain suitable plank crossing and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.
- C. Suitable signs, lights, and such items required by Police Authorities to direct traffic, shall be furnished and maintained by the Contractor at his own expense, unless pay items are provided for in this specification.
- D. Keep streets and premises free from unnecessary obstructions, debris and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense; and may deduct the costs thereof from payments which may be or may become, due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed at the Contractor's expense without prior notice.

1.05 DISRUPTION OF STORM DRAINS

- A. Portions of the Work may be located in areas that are serviced by storm drains. Take extreme precaution to minimize disruption of the drains, and repair and/or make restitution for repairs by others for all disruptions caused by the construction operations.

1.06 LAND, EASEMENTS, AND RIGHTS-OF-WAY

- A. A portion of the work may be located within easements and/or rights-of-way, obtained or which will be obtained by the Owner, through private property. On all other lands, the Contractor has no rights unless he obtains them from the proper parties.
- B. Prior to issuance of the Notice to Proceed, the Owner shall obtain all land, easements and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- C. The Owner shall provide to the Contractor information, which delineates and describes the lands owned and rights-of-way acquired.

- D. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials. If however, lands, easements or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land, easements or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of its inability to procure the lands, easements, or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to set forth in writing.

1.07 CLEANING FINISHED WORK

- A. After the work is completed, the pipes, manholes and structures shall be carefully cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Engineer.

1.08 UNIFORMED POLICE DETAILS

- A. When so directed, the Contractor shall make all arrangements with the Holliston Police Department to obtain any necessary police details. Payment will be made under the bid item for Police Details. If the Contractor fails to notify police of detail cancellation, the Contractor is responsible for payment of all cancellation fees or penalties and the Owner shall not reimburse the Contractor for such.

END OF SECTION

TOWN OF HOLLISTON¹

Contract # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Holliston, 703 Washington Street, Holliston, MA 01746 (the "Town"), and

["Contractor"]

[Contact Name for Responsible Person]

¹ Contract Long Form - Services more than \$35,000.00 - NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

[Address of the Contractor]

[Telephone Number]

[FAX Number]

[email address]

1. This is a Contract for the procurement of the following:
(Describe the work to be performed)

2. The Contract price to be paid to the Contractor by the Town is:

3. Payment will be made as follows:

3.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$_____ as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract and payment of all subcontractors.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one

shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 5.3 The Contractor: The "other party" to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before _____, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days' notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days' notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular

mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

(1) any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's time for performance may be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Holliston shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.
General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.
General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever

extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, wage regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

- 15.1 As used in this section "affirmative action" means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;

- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date

the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Holliston unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Holliston shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, 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's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them 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.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.
- 21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect

on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Holliston as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation and Professional Liability). The Contractor shall notify the Town

immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Holliston shall be a party.

See SUPPLEMENT attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

Town of Holliston

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Holliston by
the Board of Selectmen:

The Contractor by:

Kevin Conley

Signature

Date

Jay Marsden

Print Name & Title

Mark Ahronian

Department Head

Date

Print Name

Certified as to Form:

Town Counsel

Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date

Chief Procurement Officer:

Date

**CONTRACT CHECKLIST
(FOR TOWN USE)**

- | | Initials |
|---|----------|
| 1. Certification of Signatures | _____ |
| • For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form) | |
| • For LLC: need Manager signature or signed vote of the LLC | |
| 2. Certificate of Non-collusion and Good Faith | _____ |
| 3. Insurance Certificate
(showing Town as additional insured) | _____ |
| • Matches amount of insurance required under contract | |
| 4. Certificate of Tax Compliance | _____ |
| 5. Signed by Contractor | _____ |
| • Matches certification by Corp officer of authority. | |
| 6. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State | _____ |

Contract Reviewed by: _____
Signature

Name, Title

SUPPLEMENT "C"

[] CONSTRUCTION

SUPPLEMENT "C" - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works
(governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings
(governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works
(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Holliston "Contract and General Conditions" and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.

2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the

form required by the Town and provide an original thereof to the Town prior to the commencement of performance.

3. Equality:

3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.

3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town's Project Representative (herein after "Project Representative") as to its acceptability.

4. Change Orders:

4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.

4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.

5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.

6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.

7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.

8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.

9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days' notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.

10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the

Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.

11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days' written notice, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. Inspection by the Town's Project Representative

- 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.

- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.

- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.

- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

- 14.1 Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or directions of the Town and shall not unreasonably encumber the premises with its materials.

- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and

about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

- 16.1 In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.
- 16.2 In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.
- 16.3 The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days' written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall, before the first application for payment, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.
- 17.2. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of 5 percent (5 %);

.3 Subtract the aggregate of previous payments made by the Town; and

.4 Subtract amounts, if any, for which the Town has withheld or nullified a Certificate for Payment as provided in Section 18, below.

18. Withholding of Payments

18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Holliston from loss on account of:

18.1.1. Defective work not remedied.

18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.

18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.

18.1.5. Damage to another contractor.

18.1.6. Delays resulting in liquidated damages.

18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

19.1 All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

19.2 The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have no claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay, interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting from problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. Except as otherwise provided by applicable law, the Contractor's sole remedy for such delay shall be for a claim for an extension of time to the time for contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

- 23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.
- 23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.
- 23.3. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

- 24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.
- 24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.
- 24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

- 26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability	(Umbrella)	\$3,000,000
------------------	------------	-------------

Excess Liability (Umbrella) Insurance (Subcontractors) \$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.

- 26.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance" shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

- 27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

- 27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

- 27.4 The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage. The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

- 29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.
- 29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.
- 29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

clock

RECEIVED THE
TOWN CLERK
HOLLISTON, MASS.

2017 APR 26 PM 2:17

COPY

SCANNED



**MA Department of Environmental Protection – BRP
and Holliston Conservation Commission**

Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and Holliston Wetlands Administration Bylaw (Article XXX)

Provided by MassDEP:

185-825

MassDEP File #

eDEP Transaction #

Holliston

City/Town

A. General Information

Please note:
this form has
been modified
with added
space to
accommodate
the Registry
of Deeds
Requirements

Important:
When filling
out forms on
the
computer,
use only the
tab key to
move your
cursor - do
not use the
return key.



1. From: Holliston
Conservation Commission

2. This issuance is for
(check one): a. ☒ Order of Conditions b. ☐ Amended Order of Conditions

3 To: Applicant:

Robert Weidknecht
a. First Name b. Last Name

Holliston Trails Committee
c. Organization

703 Washington Street
d. Mailing Address

Holliston MA 01746
e. City/Town f. State g. Zip Code

4. Property Owner (if different from applicant):

a. First Name b. Last Name

Town of Holliston
c. Organization

703 Washington Street
d. Mailing Address

Holliston MA 01746
e. City/Town f. State g. Zip Code

5. Project Location:

Adjacent to 126 Woodland Street Holliston
a. Street Address b. City/Town

Map 1, Block 1 Lot 52.4
c. Assessors Map/Plat Number d. Parcel/Lot Number

Latitude and Longitude, if known: 42.209207°N 71.417536°W
d. Latitude e. Longitude



**MA Department of Environmental Protection – BRP
and Holliston Conservation Commission**

Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and Holliston Wetlands Administration Bylaw (Article XXX)

Provided by MassDEP:

185-825

MassDEP File #

eDEP Transaction #

Holliston

City/Town

A. General Information (cont.)

6. Property recorded at the Registry of Deeds for (attach additional information if more than one parcel):
Middlesex (South)
- | | |
|-----------|--|
| a. County | b. Certificate Number (if registered land) |
| 67751 | 265 |
| c. Book | d. Page |
7. Dates:
- | | | |
|--------------------------------|-------------------------------|---------------------|
| January 17, 2017 | April 4, 2017 | April 5, 2017 |
| a. Date Notice of Intent Filed | b. Date Public Hearing Closed | c. Date of Issuance |
8. Final Approved Plans and Other Documents (attach additional plan or document references as needed):
8-Arch Bridge
- | | |
|--------------------------------------|--------------------------|
| a. Plan Title | b. Signed and Stamped by |
| Robert Weidknecht | Robert Weidknecht, RLA |
| c. Prepared By | d. Final Revision Date |
| February 18, 2017 | 1"=10' |
| e. Final Revision Date | f. Scale |
| Refer to Attachments A & B | g. Date |
| f. Additional Plan or Document Title | |

B. Findings

1. Findings pursuant to the Massachusetts Wetlands Protection Act:
- Following the review of the above-referenced Notice of Intent and based on the information provided in this application and presented at the public hearing, this Commission finds that the areas in which work is proposed is significant to the following interests of the Wetlands Protection Act (the Act). Check all that apply:
- | | | |
|---|--|---|
| a. <input checked="" type="checkbox"/> Public Water Supply | b. <input type="checkbox"/> Land Containing Shellfish | c. <input checked="" type="checkbox"/> Prevention of Pollution |
| d. <input checked="" type="checkbox"/> Private Water Supply | e. <input checked="" type="checkbox"/> Fisheries | f. <input checked="" type="checkbox"/> Protection of Wildlife Habitat |
| g. <input checked="" type="checkbox"/> Groundwater Supply | h. <input checked="" type="checkbox"/> Storm Damage Prevention | i. <input checked="" type="checkbox"/> Flood Control |
2. This Commission hereby finds the project, as proposed, is: (check one of the following boxes)

Approved subject to:

- a. ☒ the following conditions which are necessary in accordance with the performance standards set forth in the wetlands regulations. This Commission orders that all work shall be performed in accordance with the Notice of Intent referenced above, the following General Conditions, and any other special conditions attached to this Order. To the extent that the following conditions modify or differ from the plans, specifications, or other proposals submitted with the Notice of Intent, these conditions shall control.



MA Department of Environmental Protection – BRP
and Holliston Conservation Commission

Form 5 – Order of Conditions

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40
and Holliston Wetlands Administration Bylaw (Article XXX)

Provided by MassDEP:
185-825

MassDEP File #

eDEP Transaction #

Holliston

City/Town

B. Findings (cont.)

Denied because:

- b. ☐ the proposed work cannot be conditioned to meet the performance standards set forth in the wetland regulations. Therefore, work on this project may not go forward unless and until a new Notice of Intent is submitted which provides measures which are adequate to protect the interests of the Act, and a final Order of Conditions is issued. **A description of the performance standards which the proposed work cannot meet is attached to this Order.**
- c. ☐ the information submitted by the applicant is not sufficient to describe the site, the work, or the effect of the work on the interests identified in the Wetlands Protection Act. Therefore, work on this project may not go forward unless and until a revised Notice of Intent is submitted which provides sufficient information and includes measures which are adequate to protect the Act's interests, and a final Order of Conditions is issued. **A description of the specific information which is lacking and why it is necessary is attached to this Order as per 310 CMR 10.05(6)(c).**
3. ☒ Buffer Zone Impacts: Shortest distance between limit of project disturbance and the wetland resource area specified in 310 CMR 10.02(1)(a) 0
a. linear feet

Inland Resource Area Impacts: Check all that apply below. (For Approvals Only)

Resource Area	Proposed Alteration	Permitted Alteration	Proposed Replacement	Permitted Replacement
4. <input type="checkbox"/> Bank	<u> </u> a. linear feet	<u> </u> b. linear feet	<u> </u> c. linear feet	<u> </u> d. linear feet
5. <input type="checkbox"/> Bordering Vegetated Wetland	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
6. <input type="checkbox"/> Land Under Waterbodies and Waterways	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
	<u> </u> e. c/y dredged	<u> </u> f. c/y dredged		
7. <input type="checkbox"/> Bordering Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet	<u> </u> c. square feet	<u> </u> d. square feet
Cubic Feet Flood Storage	<u> </u> e. cubic feet	<u> </u> f. cubic feet	<u> </u> g. cubic feet	<u> </u> h. cubic feet
8. <input type="checkbox"/> Isolated Land Subject to Flooding	<u> </u> a. square feet	<u> </u> b. square feet		
Cubic Feet Flood Storage	<u> </u> c. cubic feet	<u> </u> d. cubic feet	<u> </u> e. cubic feet	<u> </u> f. cubic feet
9. <input type="checkbox"/> Riverfront Area	<u> </u> a. total sq. feet	<u> </u> b. total sq. feet		
Sq ft within 100 ft	<u> </u> c. square feet	<u> </u> d. square feet	<u> </u> e. square feet	<u> </u> f. square feet
Sq ft between 100-200 ft	<u> </u> g. square feet	<u> </u> h. square feet	<u> </u> i. square feet	<u> </u> j. square feet

CHANGE REQUEST FORM
(Design Changes/Deviations/Substitutions)

CR NO. _____

DATE: _____

Project:

Request initiated by:

☐ Contractor

☐ Owner

☐ Engineer

Impact to Contract Price expected ☐

Impact to Contract Time expected ☐

Change Orders will be processed separately

Request submitted as (format):

Description of Change: ☐ documentation attached

Reason for Change:

Response: ☐ This constitutes a Written Amendment to the Agreement

Review of the proposed change/deviation/substitution by Engineer is for general compatibility with the design concept of the Project. This review does not extend to means, methods, sequences, or procedures of construction or to issues of safety incident thereto. This review shall not relieve the contractor from responsibility for full compliance with the requirements specified and to determine and verify the information contained therein.

<p>Recommended by Engineer for Acceptance (subject to above comments if any)</p> <p><input type="checkbox"/> Recommended for processing and approval under a separate Change Order</p> <p>NAME: _____</p> <hr/> <p style="text-align: right;"><i>Signature</i> _____ <i>Date</i> _____</p>	<p><input type="checkbox"/> Approved by Owner (no schedule or cost impact)</p> <p><input type="checkbox"/> Acknowledged by Owner – to be processed and approved under a separate Change Order</p> <p>NAME: _____</p> <hr/> <p style="text-align: right;"><i>Signature</i> _____ <i>Date</i> _____</p>
<p>Approved by Contractor</p> <p><input type="checkbox"/> Change Order to be requested</p> <p>NAME: _____</p> <hr/> <p style="text-align: right;"><i>Signature</i> _____ <i>Date</i> _____</p>	

Notice of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		

This Notice of Substantial Completion applies to:

☐ The following Systems, Equipment or specified portions ☐ All Work under the Contract Documents

Date of Substantial Completion for above

The following documents are attached to and made part of this Notice:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Accepted by Contractor

Date

Accepted by Owner

Date

Certificate of Substantial Completion

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as provide din the Contract Documents except as amended as follows:

☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

[illegible]

- | | | |
|--|----|--|
| 1. ORIGINAL CONTACT PRICE | \$ | |
| 2. Net change by Change Orders | \$ | |
| 3. CURRENT CONTRACT PRICE (Line 1 ± 2) | \$ | |
| 4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate) | \$ | |
| 5. RETAINAGE: | | |
| a. _____ % x \$ _____ Work Completed | \$ | |
| b. _____ % x \$ _____ Stored Material | \$ | |
| c. Total Retainage (Line 5a + Line 5b) | \$ | |
| 6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) | \$ | |
| 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) | \$ | |
| 8. AMOUNT DUE THIS APPLICATION | \$ | |
| 9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above) | \$ | |

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:

\$ _____ (Line 8 or other - attach explanation of other amount)

is recommended by:

(Engineer) (Date)

Payment of:

\$ _____ (Line 8 or other - attach explanation of other amount)

is approved by:

(Date)	(Owner)
--------	---------

Approved by:

Funding Agency (if applicable)	(Date)
--------------------------------	--------

By: _____

Date:

REQUEST FOR INTERPRETATION/INFORMATION

RFI No. _____ ☐ Attachment

To: _____ From: _____
Attn: _____ Issue Date: _____
Project: _____ Required Reply Date: _____

DISTRIBUTION:

Contractor

Owner

Engineer

<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

REFERENCES:

- Specifications: _____ Section: _____ Page/Paragraph: _____
- Drawings: _____ Issue Date: _____ Detail/Sections: _____
- Work Area: _____ Grid Level: _____

RFI DESCRIPTION:

From: _____ Tel. No.: _____ Fax No.: _____
Initial: _____ E-mail: _____

.....

RFI REPLY:

Possible Cost Effect Yes: ☐ No: ☐

From: _____ Reply Date: _____ XC: _____
Initial: _____

CHANGE ORDER

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change
Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): Approved by Funding Agency (if applicable): Approved by Funding Agency (if applicable):

Date: _____

Date: _____

Date: _____

Change Order No. _____

Pursuant to M.G.L. c.44, s.31C, I certify that an appropriation has been made in the total amount of the Change Order.

Owner's Auditor/Accountant (Name)

Date: _____

Pursuant to M.G.L. c.30, s.39I, reasons for deviation are as stated on Page 1. The specified deviation(s) does not materially injure the Project as a whole, the Work is of the same cost and quality or an equitable adjustment has been agreed upon, and the deviation is in the best interest of the Owner.

Owner

Date: _____

FIELD ORDER

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

Engineer:

Receipt Acknowledged by Contractor:

Date:

Copy to Owner

WORK CHANGE DIRECTIVE FORM

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

Contractor is directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Nonagreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price: \$ _____ (increase/decrease) Contract Time: _____ days (increase/decrease)

Recommended for Approval by Engineer:	Date:
Authorized for Owner by:	Date:
Received for Contractor by:	Date:
Received by Funding Agency (if applicable):	Date:



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

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

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Holliston Board of Selectmen
Contract Number: 18-01 **City/Town:** HOLLISTON
Description of Work: Restoration of 8 Arch Bridge, Concrete Base, abt. 100 yards, railings option, heavy equipment operator, laborer, concrete saw operator, cement finisher, crane operator, carpenter, iron worker, mason.
Job Location: Across from 163 Woodland Street

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2015	\$88.29	\$9.80	\$19.23	\$0.00	\$117.32
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	06/01/2017	\$34.90	\$11.50	\$7.10	\$0.00	\$53.50
	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29

For apprentice rates see "Apprentice- LABORER"

BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10
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Apprentice - BOILERMAKER - Local 29

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) BRICKLAYERS LOCAL 3 (LOWELL)	03/01/2017	\$48.66	\$10.75	\$18.62	\$0.00	\$78.03
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Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.75	\$18.62	\$0.00	\$53.70
2	60	\$29.20	\$10.75	\$18.62	\$0.00	\$58.57
3	70	\$34.06	\$10.75	\$18.62	\$0.00	\$63.43
4	80	\$38.93	\$10.75	\$18.62	\$0.00	\$68.30
5	90	\$43.79	\$10.75	\$18.62	\$0.00	\$73.16

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.45	\$7.60	\$14.35	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2017	\$38.77	\$9.90	\$17.00	\$0.00	\$65.67
	09/01/2017	\$39.78	\$9.90	\$17.00	\$0.00	\$66.68
	03/01/2018	\$40.78	\$9.90	\$17.00	\$0.00	\$67.68
	09/01/2018	\$41.82	\$9.90	\$17.00	\$0.00	\$68.72
	03/01/2019	\$42.85	\$9.90	\$17.00	\$0.00	\$69.75

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$9.90	\$1.63	\$0.00	\$30.92
2	60	\$23.26	\$9.90	\$1.63	\$0.00	\$34.79
3	70	\$27.14	\$9.90	\$12.11	\$0.00	\$49.15
4	75	\$29.08	\$9.90	\$12.11	\$0.00	\$51.09
5	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
6	80	\$31.02	\$9.90	\$13.74	\$0.00	\$54.66
7	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16
8	90	\$34.89	\$9.90	\$15.37	\$0.00	\$60.16

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.89	\$9.90	\$1.63	\$0.00	\$31.42
2	60	\$23.87	\$9.90	\$1.63	\$0.00	\$35.40
3	70	\$27.85	\$9.90	\$12.11	\$0.00	\$49.86
4	75	\$29.84	\$9.90	\$12.11	\$0.00	\$51.85
5	80	\$31.82	\$9.90	\$13.74	\$0.00	\$55.46
6	80	\$31.82	\$9.90	\$13.74	\$0.00	\$55.46
7	90	\$35.80	\$9.90	\$15.37	\$0.00	\$61.07
8	90	\$35.80	\$9.90	\$15.37	\$0.00	\$61.07

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING
BRICKLAYERS LOCAL 3 (LOWELL)

07/01/2017	\$42.61	\$12.20	\$19.41	\$1.30	\$75.52
01/01/2018	\$43.28	\$12.20	\$19.41	\$1.30	\$76.19
07/01/2018	\$43.94	\$12.20	\$19.41	\$1.30	\$76.85
01/01/2019	\$44.61	\$12.20	\$19.41	\$1.30	\$77.52
07/01/2019	\$45.27	\$12.20	\$19.41	\$1.30	\$78.18
01/01/2020	\$45.94	\$12.20	\$19.41	\$1.30	\$78.85

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell
Effective Date - 07/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.31	\$12.20	\$12.41	\$0.00	\$45.92
2	60	\$25.57	\$12.20	\$14.41	\$1.30	\$53.48
3	65	\$27.70	\$12.20	\$15.41	\$1.30	\$56.61
4	70	\$29.83	\$12.20	\$16.41	\$1.30	\$59.74
5	75	\$31.96	\$12.20	\$17.41	\$1.30	\$62.87
6	80	\$34.09	\$12.20	\$18.41	\$1.30	\$66.00
7	90	\$38.35	\$12.20	\$19.41	\$1.30	\$71.26

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.64	\$12.20	\$12.41	\$0.00	\$46.25
2	60	\$25.97	\$12.20	\$14.41	\$1.30	\$53.88
3	65	\$28.13	\$12.20	\$15.41	\$1.30	\$57.04
4	70	\$30.30	\$12.20	\$16.41	\$1.30	\$60.21
5	75	\$32.46	\$12.20	\$17.41	\$1.30	\$63.37
6	80	\$34.62	\$12.20	\$18.41	\$1.30	\$66.53
7	90	\$38.95	\$12.20	\$19.41	\$1.30	\$71.86

Notes:

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

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	06/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$48.38	\$10.00	\$15.25	\$0.00	\$73.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
COMPRESSOR OPERATOR	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DELEADER (BRIDGE)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 2						

Classification

Effective Date

Base Wage

Health

Pension

**Supplemental
Unemployment**

Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 2

06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2

06/01/2017	\$38.00	\$7.60	\$14.65	\$0.00	\$60.25
12/01/2017	\$38.85	\$7.60	\$14.65	\$0.00	\$61.10
06/01/2018	\$39.80	\$7.60	\$14.65	\$0.00	\$62.05
12/01/2018	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
06/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
12/01/2019	\$42.75	\$7.60	\$14.65	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: JACKHAMMER OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$37.75	\$7.60	\$14.65	\$0.00	\$60.00
	12/01/2017	\$38.60	\$7.60	\$14.65	\$0.00	\$60.85
	06/01/2018	\$39.55	\$7.60	\$14.65	\$0.00	\$61.80
	12/01/2018	\$40.50	\$7.60	\$14.65	\$0.00	\$62.75
	06/01/2019	\$41.50	\$7.60	\$14.65	\$0.00	\$63.75
	12/01/2019	\$42.50	\$7.60	\$14.65	\$0.00	\$64.75
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER <i>LABORERS - ZONE 2</i>	06/01/2017	\$37.00	\$7.60	\$14.65	\$0.00	\$59.25
	12/01/2017	\$37.85	\$7.60	\$14.65	\$0.00	\$60.10
	06/01/2018	\$38.80	\$7.60	\$14.65	\$0.00	\$61.05
	12/01/2018	\$39.75	\$7.60	\$14.65	\$0.00	\$62.00
	06/01/2019	\$40.75	\$7.60	\$14.65	\$0.00	\$63.00
	12/01/2019	\$41.75	\$7.60	\$14.65	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$58.86	\$9.80	\$19.23	\$0.00	\$87.89
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$63.06	\$9.80	\$19.23	\$0.00	\$92.09
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 1)</i>	08/01/2015	\$88.23	\$9.80	\$19.23	\$0.00	\$117.26
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103
Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
2	40	\$19.33	\$13.00	\$0.58	\$0.00	\$32.91
3	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
4	45	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
5	50	\$24.17	\$13.00	\$13.75	\$0.00	\$50.92
6	55	\$26.58	\$13.00	\$14.11	\$0.00	\$53.69
7	60	\$29.00	\$13.00	\$14.48	\$0.00	\$56.48
8	65	\$31.41	\$13.00	\$14.85	\$0.00	\$59.26
9	70	\$33.83	\$13.00	\$15.22	\$0.00	\$62.05
10	75	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
2	40	\$19.71	\$13.00	\$0.59	\$0.00	\$33.30
3	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
4	45	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
5	50	\$24.64	\$13.00	\$13.76	\$0.00	\$51.40
6	55	\$27.10	\$13.00	\$14.12	\$0.00	\$54.22
7	60	\$29.57	\$13.00	\$14.50	\$0.00	\$57.07
8	65	\$32.03	\$13.00	\$14.87	\$0.00	\$59.90
9	70	\$34.50	\$13.00	\$15.25	\$0.00	\$62.75
10	75	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR
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 - 01/01/2017**

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>	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
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For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"

FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2017	\$42.15	\$10.00	\$15.25	\$0.00	\$67.40
	11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
	05/01/2018	\$43.59	\$10.00	\$15.25	\$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>	05/01/2017	\$43.61	\$10.00	\$15.25	\$0.00	\$68.86
	11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
	05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	05/01/2017	\$22.41	\$10.00	\$15.25	\$0.00	\$47.66
	11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
	05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

FIRE ALARM REPAIR / MAINTENANCE <i>LOCAL 103</i>	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
/ COMMISSIONING <i>ELECTRICIANS</i>	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER)	06/01/2017	\$38.49	\$10.00	\$15.25	\$0.00	\$63.74
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$39.32	\$10.00	\$15.25	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER	06/01/2017	\$20.50	\$7.60	\$13.50	\$0.00	\$41.60
LABORERS - ZONE 2	12/01/2017	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	06/01/2018	\$21.50	\$7.60	\$13.50	\$0.00	\$42.60
	12/01/2018	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	06/01/2019	\$22.50	\$7.60	\$13.50	\$0.00	\$43.60
	12/01/2019	\$23.50	\$7.60	\$13.50	\$0.00	\$44.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
FLOORCOVERERS LOCAL 2168 ZONE 1						

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
GLAZIERS LOCAL 35 (ZONE 2)						

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - *GLAZIER - Local 35 Zone 2*

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.51	\$10.00	\$0.00	\$0.00	\$35.51
2	60	\$27.83	\$10.00	\$15.25	\$0.00	\$53.08
3	65	\$30.15	\$10.00	\$15.25	\$0.00	\$55.40
4	70	\$32.47	\$10.00	\$15.25	\$0.00	\$57.72
5	75	\$34.79	\$10.00	\$15.25	\$0.00	\$60.04
6	80	\$37.10	\$10.00	\$15.25	\$0.00	\$62.35
7	85	\$39.42	\$10.00	\$15.25	\$0.00	\$64.67
8	90	\$41.74	\$10.00	\$15.25	\$0.00	\$66.99

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$26.06	\$10.00	\$0.00	\$0.00	\$36.06
2	60	\$28.43	\$10.00	\$15.25	\$0.00	\$53.68
3	65	\$30.80	\$10.00	\$15.25	\$0.00	\$56.05
4	70	\$33.17	\$10.00	\$15.25	\$0.00	\$58.42
5	75	\$35.54	\$10.00	\$15.25	\$0.00	\$60.79
6	80	\$37.90	\$10.00	\$15.25	\$0.00	\$63.15
7	85	\$40.27	\$10.00	\$15.25	\$0.00	\$65.52
8	90	\$42.64	\$10.00	\$15.25	\$0.00	\$67.89

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK)	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (ELECTRICAL CONTROLS)	03/01/2017	\$48.33	\$13.00	\$17.45	\$0.00	\$78.78
ELECTRICIANS LOCAL 103	09/01/2017	\$49.28	\$13.00	\$17.48	\$0.00	\$79.76
	03/01/2018	\$50.48	\$13.00	\$17.51	\$0.00	\$80.99
	09/01/2018	\$51.67	\$13.00	\$17.55	\$0.00	\$82.22
	03/01/2019	\$52.87	\$13.00	\$17.59	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
HVAC (TESTING AND BALANCING - AIR)	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	06/01/2017	\$33.15	\$7.60	\$13.50	\$0.00	\$54.25
	12/01/2017	\$33.78	\$7.60	\$13.50	\$0.00	\$54.88
	06/01/2018	\$34.62	\$7.60	\$13.50	\$0.00	\$55.72
	12/01/2018	\$35.46	\$7.60	\$13.50	\$0.00	\$56.56
	06/01/2019	\$36.33	\$7.60	\$13.50	\$0.00	\$57.43
	12/01/2019	\$37.19	\$7.60	\$13.50	\$0.00	\$58.29

For apprentice rates see "Apprentice- LABORER"

INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2016	\$45.09	\$11.75	\$14.20	\$0.00	\$71.04
	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

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

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.55	\$11.75	\$10.45	\$0.00	\$44.75
2	60	\$27.05	\$11.75	\$11.20	\$0.00	\$50.00
3	70	\$31.56	\$11.75	\$11.95	\$0.00	\$55.26
4	80	\$36.07	\$11.75	\$12.70	\$0.00	\$60.52

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (WORCESTER AREA)</i>	03/16/2017	\$44.35	\$7.80	\$20.85	\$0.00	\$73.00
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Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Worcester
Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.80	\$20.85	\$0.00	\$55.26
2	70	\$31.05	\$7.80	\$20.85	\$0.00	\$59.70
3	75	\$33.26	\$7.80	\$20.85	\$0.00	\$61.91
4	80	\$35.48	\$7.80	\$20.85	\$0.00	\$64.13
5	85	\$37.70	\$7.80	\$20.85	\$0.00	\$66.35
6	90	\$39.92	\$7.80	\$20.85	\$0.00	\$68.57

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

LABORER	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LABORER - Zone 2
Effective Date - 06/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.44	\$7.60	\$13.50	\$0.00	\$40.54
2	70	\$22.68	\$7.60	\$13.50	\$0.00	\$43.78
3	80	\$25.92	\$7.60	\$13.50	\$0.00	\$47.02
4	90	\$29.16	\$7.60	\$13.50	\$0.00	\$50.26

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.82	\$7.60	\$13.50	\$0.00	\$40.92
2	70	\$23.12	\$7.60	\$13.50	\$0.00	\$44.22
3	80	\$26.42	\$7.60	\$13.50	\$0.00	\$47.52
4	90	\$29.73	\$7.60	\$13.50	\$0.00	\$50.83

Notes:
Apprentice to Journeyworker Ratio:1:5
LABORER: CARPENTER TENDER
LABORERS - ZONE 2

06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER
LABORERS - ZONE 2

06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER
LABORERS - ZONE 2

06/01/2017	\$32.60	\$7.60	\$13.45	\$0.00	\$53.65
12/01/2017	\$33.23	\$7.60	\$13.45	\$0.00	\$54.28
06/01/2018	\$34.07	\$7.60	\$13.45	\$0.00	\$55.12
12/01/2018	\$34.91	\$7.60	\$13.45	\$0.00	\$55.96
06/01/2019	\$35.78	\$7.60	\$13.45	\$0.00	\$56.83
12/01/2019	\$36.64	\$7.60	\$13.45	\$0.00	\$57.69

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54
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>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$38.78	\$10.75	\$17.67	\$0.00	\$67.20

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

Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.39	\$10.75	\$17.67	\$0.00	\$47.81
2	60	\$23.27	\$10.75	\$17.67	\$0.00	\$51.69
3	70	\$27.15	\$10.75	\$17.67	\$0.00	\$55.57
4	80	\$31.02	\$10.75	\$17.67	\$0.00	\$59.44
5	90	\$34.90	\$10.75	\$17.67	\$0.00	\$63.32

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	02/01/2017	\$50.80	\$10.75	\$19.22	\$0.00	\$80.77
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Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile
Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.40	\$10.75	\$19.22	\$0.00	\$55.37
2	60	\$30.48	\$10.75	\$19.22	\$0.00	\$60.45
3	70	\$35.56	\$10.75	\$19.22	\$0.00	\$65.53
4	80	\$40.64	\$10.75	\$19.22	\$0.00	\$70.61
5	90	\$45.72	\$10.75	\$19.22	\$0.00	\$75.69

Notes:
Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	04/01/2017	\$35.47	\$9.90	\$18.50	\$0.00	\$63.87
MILLWRIGHTS LOCAL 1121 - Zone 2	10/01/2017	\$36.32	\$9.90	\$18.50	\$0.00	\$64.72
	04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Apprentice - MILLWRIGHT - Local 1121 Zone 2
Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.51	\$9.90	\$5.31	\$0.00	\$34.72
2	65	\$23.06	\$9.90	\$15.13	\$0.00	\$48.09
3	75	\$26.60	\$9.90	\$16.10	\$0.00	\$52.60
4	85	\$30.15	\$9.90	\$17.06	\$0.00	\$57.11

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.98	\$9.90	\$5.31	\$0.00	\$35.19
2	65	\$23.61	\$9.90	\$15.13	\$0.00	\$48.64
3	75	\$27.24	\$9.90	\$16.10	\$0.00	\$53.24
4	85	\$30.87	\$9.90	\$15.06	\$0.00	\$55.83

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MORTAR MIXER <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$23.47	\$10.00	\$15.25	\$0.00	\$48.72
	12/01/2017	\$23.99	\$10.00	\$15.25	\$0.00	\$49.24
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$27.54	\$10.00	\$15.25	\$0.00	\$52.79
	12/01/2017	\$28.15	\$10.00	\$15.25	\$0.00	\$53.40
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32
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PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	06/01/2017	\$32.40	\$7.60	\$13.50	\$0.00	\$53.50
LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.60	\$13.50	\$0.00	\$54.13
	06/01/2018	\$33.87	\$7.60	\$13.50	\$0.00	\$54.97
	12/01/2018	\$34.71	\$7.60	\$13.50	\$0.00	\$55.81
	06/01/2019	\$35.58	\$7.60	\$13.50	\$0.00	\$56.68
	12/01/2019	\$36.44	\$7.60	\$13.50	\$0.00	\$57.54

For Apprentice rates see "Apprentice- LABORER"

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

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92
PAINTERS LOCAL 35 - ZONE 2						

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT
Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
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PILE DRIVER LOCAL 56 (ZONE 1)

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	08/01/2015	\$42.04	\$9.80	\$19.23	\$0.00	\$71.07
PILE DRIVER LOCAL 56 (ZONE 1)						

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

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
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Apprentice - PIPEFITTER - Local 537
Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79

Notes:
**** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.**
Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)
Apprentice to Journeyworker Ratio:**

PIPELAYER LABORERS - ZONE 2	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
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Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - PLUMBER/GASFITTER - Local 12
Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.44	\$11.32	\$5.74	\$0.00	\$35.50
2	40	\$21.08	\$11.32	\$6.49	\$0.00	\$38.89
3	55	\$28.98	\$11.32	\$8.73	\$0.00	\$49.03
4	65	\$34.25	\$11.32	\$10.23	\$0.00	\$55.80
5	75	\$39.52	\$11.32	\$11.72	\$0.00	\$62.56

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$58.50 Step5 with lic\$65.36

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2						
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER	06/01/2017	\$33.40	\$7.60	\$13.50	\$0.00	\$54.50
LABORERS - ZONE 2						
	12/01/2017	\$34.03	\$7.60	\$13.50	\$0.00	\$55.13
	06/01/2018	\$34.87	\$7.60	\$13.50	\$0.00	\$55.97
	12/01/2018	\$35.71	\$7.60	\$13.50	\$0.00	\$56.81
	06/01/2019	\$36.58	\$7.60	\$13.50	\$0.00	\$57.68
	12/01/2019	\$37.44	\$7.60	\$13.50	\$0.00	\$58.54

For apprentice rates see "Apprentice- LABORER"

POWER SHOVEL/DERRICK/TRENCHING MACHINE	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4						
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE)	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
OPERATING ENGINEERS LOCAL 4						
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (DEWATERING, OTHER)	06/01/2017	\$31.86	\$10.00	\$15.25	\$0.00	\$57.11
OPERATING ENGINEERS LOCAL 4						
	12/01/2017	\$32.55	\$10.00	\$15.25	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 170</i>	05/01/2017	\$24.92	\$9.96	\$8.26	\$0.00	\$43.14
	12/01/2017	\$24.95	\$9.96	\$8.26	\$0.00	\$43.17
	01/01/2018	\$24.95	\$10.24	\$8.26	\$0.00	\$43.45
	02/02/2018	\$25.01	\$10.24	\$8.36	\$0.00	\$43.61
	03/01/2018	\$25.04	\$10.24	\$8.46	\$0.00	\$43.74
	05/01/2018	\$25.09	\$10.24	\$8.56	\$0.00	\$43.89
	12/01/2018	\$25.12	\$10.24	\$8.56	\$0.00	\$43.92
	01/01/2019	\$25.12	\$10.41	\$8.56	\$0.00	\$44.09
	12/01/2019	\$25.15	\$10.41	\$8.56	\$0.00	\$44.12
	01/01/2020	\$25.15	\$10.46	\$8.56	\$0.00	\$44.17
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2017	\$26.31	\$7.07	\$7.18	\$0.00	\$40.56
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	10/01/2017	\$26.93	\$7.07	\$7.18	\$0.00	\$41.18
	04/01/2018	\$27.35	\$7.07	\$7.18	\$0.00	\$41.60
	10/01/2018	\$27.77	\$7.07	\$7.18	\$0.00	\$42.02
	04/01/2019	\$28.20	\$7.07	\$7.18	\$0.00	\$42.45
	10/01/2019	\$28.63	\$7.07	\$7.18	\$0.00	\$42.88

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**

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2
Effective Date - 04/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
2	60	\$15.79	\$7.07	\$0.00	\$0.00	\$22.86
3	65	\$17.10	\$7.07	\$7.18	\$0.00	\$31.35
4	70	\$18.42	\$7.07	\$7.18	\$0.00	\$32.67
5	75	\$19.73	\$7.07	\$7.18	\$0.00	\$33.98
6	80	\$21.05	\$7.07	\$7.18	\$0.00	\$35.30
7	85	\$22.36	\$7.07	\$7.18	\$0.00	\$36.61
8	90	\$23.68	\$7.07	\$7.18	\$0.00	\$37.93

Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
2	60	\$16.16	\$7.07	\$0.00	\$0.00	\$23.23
3	65	\$17.50	\$7.07	\$7.18	\$0.00	\$31.75
4	70	\$18.85	\$7.07	\$7.18	\$0.00	\$33.10
5	75	\$20.20	\$7.07	\$7.18	\$0.00	\$34.45
6	80	\$21.54	\$7.07	\$7.18	\$0.00	\$35.79
7	85	\$22.89	\$7.07	\$7.18	\$0.00	\$37.14
8	90	\$24.24	\$7.07	\$7.18	\$0.00	\$38.49

Notes:
Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
LABORERS - ZONE 2	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79

For apprentice rates see "Apprentice- LABORER"

ROLLER/SPREADER/MULCHING MACHINE	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofg)	08/01/2017	\$41.36	\$11.20	\$14.80	\$0.00	\$67.36
ROOFERS LOCAL 33	02/01/2018	\$42.51	\$11.20	\$14.80	\$0.00	\$68.51
	08/01/2018	\$43.61	\$11.20	\$14.80	\$0.00	\$69.61
	02/01/2019	\$44.76	\$11.20	\$14.80	\$0.00	\$70.76

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - ROOFER - Local 33
Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.68	\$11.20	\$3.44	\$0.00	\$35.32
2	60	\$24.82	\$11.20	\$14.80	\$0.00	\$50.82
3	65	\$26.88	\$11.20	\$14.80	\$0.00	\$52.88
4	75	\$31.02	\$11.20	\$14.80	\$0.00	\$57.02
5	85	\$35.16	\$11.20	\$14.80	\$0.00	\$61.16

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.26	\$11.20	\$3.44	\$0.00	\$35.90
2	60	\$25.51	\$11.20	\$14.80	\$0.00	\$51.51
3	65	\$27.63	\$11.20	\$14.80	\$0.00	\$53.63
4	75	\$31.88	\$11.20	\$14.80	\$0.00	\$57.88
5	85	\$36.13	\$11.20	\$14.80	\$0.00	\$62.13

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.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	08/01/2017	\$41.61	\$11.20	\$14.80	\$0.00	\$67.61
ROOFERS LOCAL 33	02/01/2018	\$42.76	\$11.20	\$14.80	\$0.00	\$68.76
	08/01/2018	\$43.86	\$11.20	\$14.80	\$0.00	\$69.86
	02/01/2019	\$45.01	\$11.20	\$14.80	\$0.00	\$71.01

For apprentice rates see "Apprentice- ROOFER"

SHEETMETAL WORKER	08/01/2017	\$43.83	\$11.45	\$24.03	\$2.38	\$81.69
SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.98	\$11.45	\$24.03	\$2.38	\$82.84

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
2	40	\$17.53	\$11.45	\$5.61	\$0.00	\$34.59
3	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
4	45	\$19.72	\$11.45	\$10.76	\$1.26	\$43.19
5	50	\$21.92	\$11.45	\$11.71	\$1.35	\$46.43
6	50	\$21.92	\$11.45	\$11.96	\$1.36	\$46.69
7	60	\$26.30	\$11.45	\$13.61	\$1.54	\$52.90
8	65	\$28.49	\$11.45	\$14.56	\$1.64	\$56.14
9	75	\$32.87	\$11.45	\$16.47	\$1.82	\$62.61
10	85	\$37.26	\$11.45	\$17.87	\$2.00	\$68.58

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
2	40	\$17.99	\$11.45	\$5.24	\$0.00	\$34.68
3	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
4	45	\$20.24	\$11.45	\$10.31	\$1.27	\$43.27
5	50	\$22.49	\$11.45	\$11.21	\$1.37	\$46.52
6	50	\$22.49	\$11.45	\$11.46	\$1.38	\$46.78
7	60	\$26.99	\$11.45	\$13.02	\$1.56	\$53.02
8	65	\$29.24	\$11.45	\$13.93	\$1.67	\$56.29
9	75	\$33.74	\$11.45	\$15.74	\$1.85	\$62.78
10	85	\$38.23	\$11.45	\$17.05	\$2.03	\$68.76

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR

PAINTERS LOCAL 35 - ZONE 2

06/01/2013 \$25.81 \$7.07 \$7.05 \$0.00 \$39.93

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	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	03/01/2017	\$56.08	\$8.77	\$17.20	\$0.00	\$82.05

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1**Effective Date - 03/01/2017**

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.63	\$8.52	\$8.70	\$0.00	\$36.85
2	40	\$22.43	\$8.52	\$8.70	\$0.00	\$39.65
3	45	\$25.24	\$8.52	\$8.70	\$0.00	\$42.46
4	50	\$28.04	\$8.52	\$8.70	\$0.00	\$45.26
5	55	\$30.84	\$8.52	\$8.70	\$0.00	\$48.06
6	60	\$33.65	\$8.52	\$10.20	\$0.00	\$52.37
7	65	\$36.45	\$8.52	\$10.20	\$0.00	\$55.17
8	70	\$39.26	\$8.52	\$10.20	\$0.00	\$57.98
9	75	\$42.06	\$8.52	\$10.20	\$0.00	\$60.78
10	80	\$44.86	\$8.52	\$10.20	\$0.00	\$63.58

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	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN OPERATING ENGINEERS LOCAL 4	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN ELECTRICIANS LOCAL 103	03/01/2017	\$36.25	\$13.00	\$15.60	\$0.00	\$64.85
	09/01/2017	\$36.96	\$13.00	\$15.62	\$0.00	\$65.58
	03/01/2018	\$37.86	\$13.00	\$15.65	\$0.00	\$66.51
	09/01/2018	\$38.75	\$13.00	\$15.67	\$0.00	\$67.42
	03/01/2019	\$39.65	\$13.00	\$15.70	\$0.00	\$68.35

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
2	40	\$14.50	\$13.00	\$0.44	\$0.00	\$27.94
3	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
4	45	\$16.31	\$13.00	\$12.54	\$0.00	\$41.85
5	50	\$18.13	\$13.00	\$12.81	\$0.00	\$43.94
6	55	\$19.94	\$13.00	\$13.09	\$0.00	\$46.03
7	60	\$21.75	\$13.00	\$13.37	\$0.00	\$48.12
8	65	\$23.56	\$13.00	\$13.65	\$0.00	\$50.21
9	70	\$25.38	\$13.00	\$13.93	\$0.00	\$52.31
10	75	\$27.19	\$13.00	\$14.21	\$0.00	\$54.40

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
2	40	\$14.78	\$13.00	\$0.44	\$0.00	\$28.22
3	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
4	45	\$16.63	\$13.00	\$12.55	\$0.00	\$42.18
5	50	\$18.48	\$13.00	\$12.82	\$0.00	\$44.30
6	55	\$20.33	\$13.00	\$13.10	\$0.00	\$46.43
7	60	\$22.18	\$13.00	\$13.39	\$0.00	\$48.57
8	65	\$24.02	\$13.00	\$13.66	\$0.00	\$50.68
9	70	\$25.87	\$13.00	\$13.95	\$0.00	\$52.82
10	75	\$27.72	\$13.00	\$14.22	\$0.00	\$54.94

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2017	\$49.70	\$10.75	\$19.22	\$0.00	\$79.67
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Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile
Effective Date - 02/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.85	\$10.75	\$19.22	\$0.00	\$54.82
2	60	\$29.82	\$10.75	\$19.22	\$0.00	\$59.79
3	70	\$34.79	\$10.75	\$19.22	\$0.00	\$64.76
4	80	\$39.76	\$10.75	\$19.22	\$0.00	\$69.73
5	90	\$44.73	\$10.75	\$19.22	\$0.00	\$74.70

Notes:
Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$37.70	\$7.60	\$14.35	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.42	\$7.60	\$14.35	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2016	\$36.30	\$7.60	\$14.35	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$45.93	\$10.00	\$15.25	\$0.00	\$71.18
	12/01/2017	\$46.92	\$10.00	\$15.25	\$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>	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$48.58	\$7.60	\$14.75	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2016	\$50.58	\$7.60	\$14.75	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$40.65	\$7.60	\$14.75	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2016	\$42.65	\$7.60	\$14.75	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	06/01/2017	\$32.65	\$7.60	\$13.50	\$0.00	\$53.75
	12/01/2017	\$33.28	\$7.60	\$13.50	\$0.00	\$54.38
	06/01/2018	\$34.12	\$7.60	\$13.50	\$0.00	\$55.22
	12/01/2018	\$34.96	\$7.60	\$13.50	\$0.00	\$56.06
	06/01/2019	\$35.83	\$7.60	\$13.50	\$0.00	\$56.93
	12/01/2019	\$36.69	\$7.60	\$13.50	\$0.00	\$57.79
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2017	\$46.38	\$10.00	\$15.25	\$0.00	\$71.63
	12/01/2017	\$47.38	\$10.00	\$15.25	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2017	\$52.69	\$11.32	\$15.46	\$0.00	\$79.47
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$26.61	\$7.50	\$1.80	\$0.00	\$35.91
	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$8.87	\$0.00	\$54.07
	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$31.05	\$7.50	\$8.89	\$0.00	\$47.44
	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$37.70	\$7.50	\$12.95	\$0.00	\$58.15
	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$33.26	\$7.50	\$9.63	\$0.00	\$50.39
	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$24.39	\$7.50	\$1.73	\$0.00	\$33.62
	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$19.96	\$7.50	\$1.60	\$0.00	\$29.06
	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/28/2016	\$44.35	\$7.50	\$15.83	\$0.00	\$67.68
	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - LINEMAN (Outside Electrical) - East Local 104
Effective Date - 08/28/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.61	\$7.50	\$3.30	\$0.00	\$37.41
2	65	\$28.83	\$7.50	\$3.36	\$0.00	\$39.69
3	70	\$31.05	\$7.50	\$3.43	\$0.00	\$41.98
4	75	\$33.26	\$7.50	\$5.00	\$0.00	\$45.76
5	80	\$35.48	\$7.50	\$5.06	\$0.00	\$48.04
6	85	\$37.70	\$7.50	\$5.13	\$0.00	\$50.33
7	90	\$39.92	\$7.50	\$7.20	\$0.00	\$54.62

Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:
Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

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.