

**TOWN OF TYNGSBOROUGH
MASSACHUSETTS**

CONTRACT DOCUMENTS
FOR

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION
CONTRACT NO. 16-01

Bid Opening: May 19, 2016

**TOWN OF TYNGSBOROUGH
ADMINISTRATION DEPARTMENT
TOWN HALL
25 BRYANTS LANE
TYNGSBOROUGH, MA 01879
978-649-2314
cbellavance@tyngsboroughma.gov**

Important Notice to Bidders: All bidders must be pre-qualified by the Massachusetts Department of Transportation (MassDOT) as follows. The MassDOT Prequalification Office will provide the Town with an official and a waiver contractor bid list for all contractors prequalified in the specified class of work within the parameters of this project. **Contractors submitting bids must perform at least 50% of the work outlined in the bid documents.**

TABLE OF CONTENTS

<u>Section Number</u>	<u>Bidding And Contract Requirements</u>
00020	- Invitation To Bid
00100	- Instructions To Bidders
00300	- Form of General Bid
00410	- Bid Bond
00420	- Notice of Award
00500	- Agreement
	- Certificate of Vote
	- EEO/AA Certificate
	- Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements
	- Statement of Wage Compliance
	- Certificate of Tax Compliance
	- Non-Collusion
	- Public Contractor Debarment
	- Request for W-9 Form
00610	- Construction Performance Bond
00620	- Construction Payment Bond
00680	- Notice to Proceed
00700	- General Conditions
00800	- Supplemental General Conditions
00820a	- Change Order Form
00820b	- Certificate of Final Completion of work
00850	- Excerpts from Applicable State Law
00900	- Supplementary Specifications
Attachment A	- Wage Rates
Attachment B	- Order of Conditions

SECTION 00020

INVITATION FOR BIDS

Sealed bids for furnishing the following ITEM will be received at the Office of the Town Administrator, 25 Bryants Lane, Tyngsborough, MA, 01879, until the time specified below at which time the bids will be publicly opened and read:

<u>ITEM</u>	<u>BID OPENING</u>
Bid: Mascuppic Trail Roadway and Drainage Rehabilitation Contract No. 16-01	May 19, 2016, 10:00 AM

In general, this contract consists of full depth reclamation, hot mix asphalt paving, installation of new bituminous berm, ADA/AAB conforming wheelchair ramps and driveway aprons, drainage improvements, signing, pavement markings and related work as directed by the Town Administrator, or his designee.

It is anticipated that the work to be done under this contract shall be completed within the 2016 construction season but a contract extension shall be at the discretion of the Town Administrator, or his designee.

Specifications and bid forms may be obtained at the Office of the Town Administrator, Tyngsborough Town Hall, Monday through Friday between 8:30 a.m. – 5:00 p.m., or through the Town's website (<http://www.tyngsboroughma.gov/government/departments/administration/bids-and-rfps/>), or by emailing a request to mhanson@tyngsboroughma.gov starting May 4, 2016.

Bids will be opened in the Office of the Town Administrator on **Thursday, May 19, 2016, at 10:00 a.m.** Town Hall, 25 Bryants Lane, Tyngsborough, MA, 01879. Each Bid must be accompanied by a bid security consisting of a BID BOND, CASH, or, CERTIFIED CHECK issued by a responsible bank or trust company in the amount of 5% of the bid price.

All bidders must be pre-qualified by the Massachusetts Department of Transportation as follows. The MassDOT Prequalification Office will provide the Town with an official and a waiver contractor bid list for all contractors prequalified in the specified class of work within the parameters of this project. Only those bidders listed in the official or waiver contractor lists issued by the MassDOT Prequalification Office will be allowed to obtain an official proposal book.

All bids for this project are subject to applicable public bidding laws of Massachusetts, including G.L. c.30, § 39M, as amended.

Attention is directed to the minimum wage rates to be paid as determined by the Town Administrator, or his designee of Labor and Workforce Development and the weekly payroll record submittal requirements under the provisions of Massachusetts General Laws, Chapter 149, Section 26 through 27D inclusive.

There will be no pre-bid meeting for this project.

The successful bidder must furnish a 100% Performance Bond and a 100% Payment Bond in the contract sum with a corporate surety approved by the Owner (Town of Tyngsborough).

Selection of the contractor will be based upon bidder qualifications, including evidence of past performance in similar projects, and bid price. The contract will be awarded to the bidder deemed by the awarding authority to be the lowest responsible and eligible bidder. **Contractors submitting bids must perform at least 50% of the work outlined in the bid documents.**

The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

The Town reserves the right to waive any informalities, to accept or reject, in whole or in part any or all bids, or take whatever other action may be deemed to be in the best interest of the Town.

Town of Tyngsborough

Curt T. Bellavance
Town Administrator

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. Receipt and Opening of Bids

The Town of Tyngsborough, Massachusetts herein called the Town, acting by and through its Town Administrator, will receive sealed Bids for the project known as **Mascuppic Trail Roadway and Drainage Rehabilitation – Contract No. 16-01.**

General bids shall be addressed to Town Administrator, Office of the Town Administrator, 25 Bryants Lane, Tyngsborough, MA, 01879 (Address) and endorsed "Bid for Construction of **Mascuppic Trail Roadway and Drainage Rehabilitation – Contract No. 16-01** will be received at the Office of the Town Administrator until 10:00 a.m. prevailing time, on Thursday, May 19, 2016 at which time and place said bids will be publicly opened and read aloud.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that its bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The work consists of roadway and drainage rehabilitation and related work of Mascuppic Trail beginning at the intersection of Mascuppic Trail and Palmetto Avenue and extending easterly to the intersection of Mascuppic Trail and Parham Road. The limits are noted on the contract plans. The proposed work will include complete roadway rehabilitation, ADA/AAB conforming wheelchair ramps and driveway aprons, drainage improvements, signing, pavement markings and all incidental work.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the Town or its Architect/Engineer, and shall then become a part of the Contract Documents.

The Contractor shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

All quantities are approximate and do not expressly or by implication agree that the actual quantities will correspond therewith, but the Town reserves the right to increase or decrease the quantity. An increase or decrease in the quantity for any item shall not be regarded as cause for an increase or decrease in the unit prices.

It is encouraged that bidders visit the site prior to submitting a bid. Bidders may contact the Owner at the following address and phone number in order to arrange date and time to visit project site:

Office of the Town Administrator
25 Bryants Lane
Tyngsborough, MA 01879
Attn: Curt Bellavance
Tel: (978) 649-2314

3. Preparation of Bid

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Failure to complete the bid document adequately including the “Non-Collusion Affidavit”, the “Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements”, and the “Certificate of Vote” may result in the disqualification of the bidder.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

All bids shall be accompanied by a bid deposit in the form of a Bid Bond, duly executed and acknowledged by the bidder, as Principal, and by a surety company qualified to do business in the Commonwealth of Massachusetts, or cash, or a certified check, treasurer’s or cashier’s check issued by a responsible bank or trust company to the Town of Tyngsborough. The amount of such bid deposit shall be 5% of the value of the bid total or for each particular bid item where applicable and shall be enclosed in the sealed envelope containing the bid. Each such Bid Bond, cash or check may be held by the Town as security for the fulfillment of the bidder’s agreements as herein above set forth and as set forth in the bid. Should the bidder fail to fulfill such agreements in his bid, the check or cash shall become the property of the Town, or if a Bid Bond was furnished, the Bid Bond shall become payable to the Town as liquidated damages, otherwise, the bid security shall be returned to the Bidder.

Where applicable, all bid prices shall include the cost of mobilization of equipment and no extra payment will be made for such mobilization or movement of equipment from job to job site.

Any qualifications or exceptions to the Specifications must be stated in the Proposal or in an accompanying letter with the Bid on the bidder's stationary.

4. Bid Opening Procedure

The following list of requirements shall apply to each filed bid. Bids not meeting all the requirements for timeliness and security will be rejected; bids not meeting signature and addenda requirements will be rejected prior to checking of bid amounts.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.

Bid signatures will be checked.

All addenda will be sent certified mail, with return receipt requested, and/or facsimile or e-mail to all prospective bidders. All bidders shall include with their bids the written acknowledgment form provided in Section 00300, FORM OF GENERAL BID.

The total dollar amount of each bid will be read, and the three apparent lowest bids will be selected for further consideration. These three apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three apparent low bids.

5. Modification

Any bidder may modify his bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the Town prior to the closing time, and, provided further, the Town must be satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. If written confirmation is not received within two days from the closing time, no consideration will be given to a telegraphic communication.

The communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Town until the sealed bid is opened.

6. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the Town that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The Town's decision or judgment on these matters will be final, conclusive, and binding.

The Town may make such investigations as it deems necessary, and the bidder shall furnish to the Town, under oath if so required, all such information and data for this purpose as the Town may request.

7. Conditions of Work

Each bidder must familiarize himself fully with the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

8. Addenda and Interpretations

Addenda may be required during the bidding period to modify, clarify, or interpret the Specifications and Contract Documents. It is intended, but not guaranteed, that such Addenda shall be mailed by the Awarding Authority to all persons or parties to whom Bid and Contract Documents have been issued (Bidders of Record). Failure to receive such Addenda shall in no way relieve any bidder from the execution of its provisions. All bidders are cautioned to verify the number of Addenda that have been issued and to secure any needed copies from the Town Administrator, or his designee before submitting a bid.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the Town.

Every request for such interpretation should be in writing addressed to Curt Bellavance at cbellavance@tyngsboroughma.gov and to be given consideration must be received at least seven days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective address furnished by them for such purposes), or sent via facsimile or email if time requires. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor and materials under this contract as specified in Section 00700, GENERAL CONDITIONS included herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Town. The bonds shall remain in force for one year after final acceptance of the work by the Town, unless the Town, in writing, releases the Contractor from the obligation sooner.

10. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the Contract the same as though written out in full. Attention is directed to Section 00850 and to other applicable sections of the Contract Documents.

12. Goals for Construction:

Minority-owned Business Enterprise (MBE), Women-owned Business Enterprise (WBE) and Equal Opportunity policies of the Massachusetts Water Resources Authority (MWRA) are applicable to this Contract. The CONTRACTOR shall comply with all applicable laws and regulations pertaining to nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Bidder shall make positive efforts to achieve: (1) a minority employee work force hour goal of 10.00 percent, (2) a woman employee work force hour goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within project contracts. At a minimum the community should allow MBEs and WBEs the maximum feasible opportunity to compete for subagreements performed under the project.

13. Project Inspection:

The CONTRACTOR shall make the project site and all project records available to Highway Department staff for review during the course of the project. Highway Department staff will periodically monitor the progress of work to insure that the project is: (1) proceeding substantially as defined in the Scope of Work/Project Schedule sections of the execut Med Financial Assistance Agreement; and (2) proceeding in a manner which

will produce the quantitative I/I reduction result which the community estimated would be achieved in the executed Financial Assistance Application.

14. Project Audit Provisions:

The community, the community's engineer(s), and the community's contractor(s) shall maintain books, records, documents, and other evidence directly related to the performance on all work receiving funding under the executed Financial Assistance Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices. The community, the community's engineer(s), and the community's contractor(s) shall also maintain the financial information and data used by the engineer(s), and the community's contractor(s) in the preparation or support of project invoices and associated progress reports.

The community shall agree to include the wording of the above paragraph in all contracts and subcontracts with third party contractors, vendors and service providers related to this project.

15. Chapter 306 of the Acts of 2004:

The Contractor shall comply with Chapter 306 of the Acts of 2004.

AN ACT RELATIVE TO THE HEALTH AND SAFETY ON PUBLIC CONSTRUCTION PROJECTS.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Section 39M of Chapter 30 of the General Laws, as appearing in the 2002 Official Edition, is hereby amended by striking out subsection (c) and inserting in place thereof the following subsection:-

(c) The term "lowest responsible and eligible bidder" shall mean the bidder: (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify, that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of section 8B of chapter 29 apply, shall have been determined to be qualified thereunder; and (5) who obtains within 10 days of the notification of contract award the security by bond required under section 29 of chapter 149; provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety

company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority.

SECTION 2. Said chapter 30 is hereby amended by inserting after section 39R the following section:

Section 39S. (a) As used in this section the word "person" shall mean any natural person, joint venture, partnership corporation or other business or legal entity. Any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, alteration, remodeling or repair of any public work by the commonwealth, or political subdivision thereof, or by any county, city, town, district, or housing authority, and estimated by the awarding authority to cost more than \$10,000, and any person submitting a bid for, or signing a contract to work on, the construction, reconstruction, installation, demolition, maintenance or repair of any building by a public agency, estimated to cost more than \$10,000, shall certify on the bid, or contract, under penalties of perjury, as follows:

(1) that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

(b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

(c) The attorney general, or his designee, shall have the power to enforce this section including the power to institute and prosecute proceedings in the superior court to restrain the award of contracts and the performance of contracts in all cases where, after investigation of the facts, he has made a finding that the award or performance has resulted in violation, directly or indirectly, of subsection (b), and he shall not be required to pay to the clerk of the court an entry fee in connection with the institution of the proceeding.

SECTION 3. Paragraph E of subdivision (2) of section 44E of chapter 149 of the General Laws, as so appearing, is hereby amended by striking out the second paragraph and inserting in place thereof the following paragraph:-

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work; that all

employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and that he will comply fully with all laws and regulations applicable to awards made subject to section 44A.

SECTION 4. Paragraph I of subdivision (2) of section 44F of said chapter 149, as so appearing, is hereby amended by striking out the first paragraph and inserting in place thereof the following paragraph:-

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

SECTION 5. This act shall take effect on July 1, 2006.

House of Representatives, July 30, 2004.

This Bill having been returned by His Excellency the Governor with his objections thereto in writing (see House 5023) has been passed by the House of Representatives, notwithstanding said objections, two-thirds of the House (154 yeas to 0 nays) having agreed to pass the same.

Sent to the Senate for its action. Thomas M. Finneran, Speaker. Steven T. James, Clerk. Senate, July 31, 2004.

Passed by the Senate, notwithstanding the objections of His Excellency the Governor, two-thirds of the members present (37 yeas to 0 nays) having approved the same.

Robert E. Travaglini, President. William F. Welch, Clerk.

Office of the Secretary August 17, 2004.

16. Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after presentation thereof by the Town, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his/her bid, but the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability,

bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

17. Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

18. Information Not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Town. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the Town does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or Contractor shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Town or the Architect/Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

19. Bid Security

Each bid and sub-bid must be accompanied by bid security in the form of a certified check, a bid bond, cash, or a treasurer's or cashier's check, payable to the Town, in the amount of five (5) percent of the value of the bid. Such security of general bidders will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining securities will be returned promptly after the Town and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within 30 days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

20. Right to Reject Bid

The Town reserves the right to waive any informalities in bids and to reject any and all bids, should the Town deem it to be in the public interest to do so.

The Town may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities.

21. Time for Completion

The successful general bidder must agree to commence work within ten (10) days of the date of the Notice to Proceed and to fully complete the project within the time limit stated in Section 00300, FORM OF GENERAL BID.

22. Comparison of Bids

Bids will be compared on the basis of prices set forth in the bid forms.

In the event that there is a discrepancy between the lump sum or unit prices written in words and figures, the prices written in words will govern.

23. Award of Contract

The Contract will be awarded to "the lowest responsible and eligible bidder" pursuant to General Laws Chapter 30, Section 39M as amended. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work, shall be able to furnish labor that can work in harmony with all other elements of labor employed, or to be employed, in the work, and shall otherwise comply with all applicable provisions of law. Contract award shall be subject to availability of an appropriation for funding.

A Performance and Payment Bond in the amount of One Hundred (100%) percent of the annual contract price will be required for the faithful performance of the Contract. The Contractor shall obtain and submit the bonds within ten (10) days after notification of the bid award. The successful bidder's Bid Bond shall not be released until such time the Performance and Payment Bonds have been posted. Within seven (7) working days of receipt of acceptable Payment Bond and Agreement signed by the party to whom the Agreement was awarded, the Town shall sign the Agreement and return to such party an executed duplicate of the Agreement.

24. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of Massachusetts General Laws Chapter 30 Section 39M, as amended, need not be accepted and the Town may reject every such bid.

25. Wage Rates

Prevailing Wage Rates as determined by the Town Administrator, or his designee of Department of Labor and Workforce Development under the provision of the Massachusetts General Laws, Chapter 149, Section 26 to 27G, as amended, apply to this

project. It is the responsibility of the bidder, before bid opening, to request any additional information on Prevailing Wage Rates for those tradespeople who may be employed for the proposed work under this contract.

State schedules of Prevailing wage rates are included in "Attachment" A of the contract documents.

26. Contractor Records

The Contractor shall comply with the provisions of Massachusetts General Laws, Chapter 30, Section 39R concerning Contractor records.

27. Insurance

The Contractor shall carry and continuously maintain until completion of the Contract, insurance as specified in the General Conditions and in such form as shall protect him performing work covered by this Contract, and the Town of Tyngsborough and its employees, agents, officials, and engineering consultant, from all claims an liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. **The Town and WorldTech Engineering, LLC shall be named as an additional insured.** The Contractor covenants and agrees to hold the Town and its employees, agents and officials harmless from loss or damage due to claims for bodily injury or death and/or property damage arising from, or in connection with, operations under this Contract.

28. Project Manager

In addition to a project Architect/Engineer, the Town may utilize the services of a project manager, whose duties shall be as set forth in the Agreement for Project Manager Services.

A contact person must be designated by the Contractor upon award of the Contract who will be accessible to the Town on a twenty-four hour per day basis for the duration of the construction period.

29. Payroll

Payroll Records, Labor, Maximum Hours of Employment: Every employee in public work shall lodge, board and trade where and with whom he elects; and no persons or his agents or employees under Contract with the Commonwealth, a county, Town or with a department, board, commission or officer acting therefore, for the doing of public work, shall directly or indirectly require as a condition of employment therein, that the employee shall lodge, board or trade at a particular place or with a particular person (Chapter 149,Section 25 of the General Law).

No laborer, workman, mechanic, foreman or inspector working within this Commonwealth, in the employee of the Contractor, Sub-contractor or other persons doing

or contracting to do the whole or a part of the work contemplated by this Contract, shall be required or permitted to work no more than eight (8) hours in any one day or no more than 48 hours in any one week, or no more than six (6) days in any one week, except in cases of emergency, or in case any Town subject to Section 149 of the General Laws is a party to such a Contract, more than eight (8) hours in any one day, except as aforesaid. The Owner or the Contractor or any Subcontractor may employ laborers, work-men, mechanics, foreman and inspectors for more than eight (8) hours in any one day in the work to be done or under Contract when in the opinion of the Town Administrator, or his designee of Labor and Industries, public necessity so require. (Chapter 149, Section 34 of the General Laws, as amended).

Attention of Bidders is called to Section 148 of Chapter 149 of the General Laws and amendments thereof requiring the weekly payment of employees.

Upon request of the Engineer of the Massachusetts Department of Labor and Industries, the Contractor shall furnish certified copies of any or all payrolls for the Contract, showing the name, address, and occupational classification of each employee on said works, and the hours worked by, and the wages paid each such employee. Such payroll shall also include the rates paid for rented trucks or rental equipment of any kind used on the work. This requirement shall also apply to the work of any Sub-contractor having a Subcontract for any of the work performed on the project. Such records shall be kept in such manner as the Town Administrator, or his designee of Labor and Industries shall prescribe, and shall be open to inspection by the Town Administrator, or his designee or any authorized representative of the Department of Labor and Industries at any reasonable time and as often as may be necessary.

30. Buy American

The Contractor agrees that preference will be given to domestic construction material by the Contractor, Subcontractor, material men, and suppliers in the performance of this Contract.

31. 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 or 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 to the Administrator in writing. The Contractor shall at all times observe and comply with, and cause all his agents, servants and employees to observe and comply with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements and he shall protect, indemnify and save harmless the Town, its officers, agents, servants, employees and the Town Administrator, or his designee from and against

any and all claims, demands, suits, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fee, arising from or based upon any violation or claimed violation of any such law, ordinance, rule regulation, order, decree or other requirements, whether committed by the Contractor or any of his agents, servants or employees.

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

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.00 et seq.). Contractors shall be familiar with the requirements of these regulations.

32. Massachusetts Sales and Use Tax

Materials and supplies to be used in the work of this contract are exempt from the Sales and Use Tax of the Commonwealth of Massachusetts to the extent provided by Chapter 64H, Section 6(f) of the General Laws. The Contractor shall obtain proper certificates, maintain the necessary records and otherwise comply with the requirements of Chapter 14 of the Acts of 1966 and any amendments thereto. Each Bidder shall take this exemption into account in calculating his Bid for the Work.

33. Method of Payment to Contractor

The Town, so long as the Contractor continues to carry on the Work, shall make monthly payments therefore as follows: Each month prior to the completion of the work done to date of the estimate and thereupon the Town shall deduct such estimate five percent (5%) thereof, and shall pay the balance of such estimate to the Contractor. Thirty (30) days after the satisfactory completion of the Work as determined by the Town Administrator, or his designee, the Town shall pay the Contractor the final amount due and remaining to be paid under this Contract, deducting from said amount and keeping for its own, any expense incurred by the Town on account of defects, omissions or mistakes of the Contractor in his Work. Provided, however, that no final payment shall be made until all liens and claims against the Town and its officers, due to the work, are satisfied.

34. Patented Devices, Materials and Processes

It is mutually understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent or copyright, the rights for

such use shall be provided for by suitable legal agreement with the patentee or owners.

35. Utility Company Coordination

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 of his intention to commence operations affecting such utilities at least one (1) month in advance of the commencement of such operations that may affect their utilities and the Contractor shall at the same time file a copy of such notice with the Town Administrator, or his designee.

36. Contractor Parking

The Project Area is highly commercial. Therefore the Contractor and his employees and subcontractors and their employees shall not park personal vehicles within the Project Area.

37. Dig Safe

The Contractor shall notify "Mass. Dig Safe" and procure a DIG SAFE number of each location in advance of starting any construction.

"DIG SAFE" Call Center: Telephone 1-888-344-7233.

SECTION 00300

FORM OF GENERAL BID

Bid of _____ (hereinafter called "Bidder")*

(____) a corporation, organized and existing under the laws of the state of _____.

(____) a partnership

(____) a joint venture

(____) an individual
doing business as _____

To the Town of Tyngsborough, Massachusetts (hereinafter called "Town").

Gentlemen:

A) The undersigned Bidder, in compliance with your invitation for bids for the project known as **Mascuppic Trail Roadway and Drainage Rehabilitation, Contract No. 16-01**, having examined the plans and specifications and related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents and the plans and specifications within the time set forth below, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work on or before the date to be specified in written "Notice to Proceed" of the Town, and to fully complete the project within the 2016 construction season but a contract extension shall be at the discretion of the Town Administrator, or his designee.

*Specify corporation, partnership or individual as applicable.

B) Bidder acknowledges receipt of and this bid includes the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

C) **BID SCHEDULE**

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION

CONTRACT # 16-01

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
102.51	15	INDIVIDUAL TREE PROTECTION AT PER EACH				
103.	3	TREE REMOVED - DIAMETER UNDER 24 INCHES AT PER EACH				
120.1	1,000	UNCLASSIFIED EXCAVATION AT PER CUBIC YARD				
141.1	25	TEST PIT FOR EXPLORATION AT PER CUBIC YARD				
142.	10	CLASS B TRENCH EXCAVATION AT PER CUBIC YARD				
146.	3	DRAINAGE STRUCTURE REMOVED AT PER EACH				
150.	50	ORDINARY BORROW AT PER CUBIC YARD				
151.	600	GRAVEL BORROW AT PER CUBIC YARD				
156.	50	CRUSHED STONE AT PER TON				
170.	6,100	FINE GRADING AND COMPACTING AT PER SQUARE YARD				
201.	12	CATCH BASIN AT PER EACH				
202.	6	MANHOLE AT PER EACH				

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION

CONTRACT # 16-01

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
203.2	2	SPECIAL MANHOLE FOR SEDIMENT REMOVAL AT PER EACH				
206.	1	DROP INLET, TYPE A AT PER EACH				
220.3	1	DRAINAGE STRUCTURE CHANGE IN TYPE AT PER EACH				
220.6	5	SANITARY STRUCTURE REBUILT AT PER FOOT				
220.7	14	SANITARY STRUCTURE ADJUSTED AT PER EACH				
222.3	18	FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD AT PER EACH				
223.2	3	FRAME AND GRATE (OR COVER) REMOVED AND DISCARDED AT PER EACH				
238.10	55	10 INCH DUCTILE IRON PIPE AT PER FOOT				
241.12	700	12 INCH REINFORCED CONCRETE PIPE AT PER FOOT				
258.	10	STONE FOR PIPE ENDS AT PER SQUARE YARD				
358.	12	GATE BOX ADJUSTED AT PER EACH				
381.3	34	SERVICE BOX ADJUSTED AT PER EACH				

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION

CONTRACT # 16-01

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
403.	10,000	RECLAIMED PAVEMENT FOR BASE AND/OR SUB-BASE AT PER SQUARE YARD				
403.1	410	CRUSHED STONE FOR BLENDING AT PER TON				
440.	12,000	CALCIUM CHLORIDE FOR ROAD DUST CONTROL AT PER POUND				
460.	1,100	HOT MIX ASPHALT AT PER TON				
464.	250	BITUMEN FOR TACK COAT AT PER GALLON				
464.5	180	HOT POURED RUBBERIZED ASPHALT SEALER AT PER FOOT				
470.21	35	HOT MIX ASPHALT BERM, TYPE A - MODIFIED AT PER TON				
472.	20	HOT MIX ASPHALT FOR MISCELLANEOUS WORK AT PER TON				
482.5	200	SAWING PAVEMENT JOINTS AT PER FOOT				
504.1	20	GRANITE CURB TYPE VA4 - CURVED AT PER FOOT				
509.1	40	GRANITE TRANSITION CURB FOR WHEELCHAIR RAMPS - CURVED AT PER FOOT				
580.	90	CURB REMOVED AND RESET AT PER FOOT				

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION

CONTRACT # 16-01

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
691.	40	BALANCE STONE WALL REMOVED AND REBUILT AT PER FOOT				
698.3	130	GEOTEXTILE FABRIC FOR SEPARATION AT PER SQUARE YARD				
701.2	20	CEMENT CONCRETE WHEELCHAIR RAMP AT PER SQUARE YARD				
702.	2	HOT MIX ASPHALT WALK SURFACE AT PER TON				
703.	200	HOT MIX ASPHALT DRIVEWAY AT PER TON				
704.1	20	STONE DUST FOR DRIVEWAYS AT PER TON				
706.1	10	BRICK WALK REMOVED AND RELAID AT PER SQUARE YARD				
715.	6	RURAL MAILBOX REMOVED AND RESET AT PER EACH				
748.	1	MOBILIZATION AT PER LUMP SUM				
751.	250	LOAM BORROW AT PER CUBIC YARD				
756.	1	NDPES STORMWATER POLLUTIONS PREVENTION PLAN AT PER LUMP SUM				
765.	1,700	SEEDING AT PER SQUARE YARD				

MASCUPPIC TRAIL ROADWAY AND DRAINAGE REHABILITATION

CONTRACT # 16-01

ITEM NO.	QTY	ITEM WITH UNIT BID PRICE WRITTEN IN WORDS	UNIT PRICE		AMOUNT	
			Dollars	Cents	Dollars	Cents
767.12	650	COMPOST FILTER TUBES AT PER FOOT				
767.6	5	AGED PINE BARK MULCH AT PER CUBIC YARD				
832.	60	WARNING-REGULATORY AND ROUTE MARKER - ALUM. PANEL (TYPE A) AT PER SQUARE FOOT				
847.1	9	SIGN SUP (N/GUIDE)+TRE MKR W/1 BRKWAY POST ASSEMBLY - STEEL AT PER EACH				
852.	150	SAFETY SIGNING FOR CONSTRUCTION OPERATIONS AT PER SQUARE FOOT				
859.	2,000	REFLECTORIZED DRUM AT PER DRUM DAY				
860.112	190	12 INCH REFLECTORIZED WHITE LINE (PAINTED) AT PER FOOT				
874.	8	STREET NAME SIGN AT PER EACH				
874.41	2	TRAFFIC SIGN REMOVED AND DISCARDED AT PER EACH				
984.6	45	STONE FOR EROSION CONTROL AT PER TON				
999.	N/A	ALLOWANCE FOR POLICE OFFICERS AT TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS PER ONE ALLOWANCE		N/A		\$25,000.00
		TOTAL				

The Bidder agrees to perform the bid work described in the specifications and shown on the plans for the following contract price: \$ _____
_____.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that all bids for this project are subject to the applicable bidding laws of the Commonwealth of Massachusetts, including General Laws Chapter 30, Section 39M, as amended.

The Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal Agreement set forth in Section 00500 CONTRACT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00100 INSTRUCTIONS TO BIDDERS. The bid security may become the property of the Town in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price in accordance with Section 00610 PERFORMANCE BOND, Section 00620 PAYMENT BOND, and as stipulated in Section 00700 GENERAL CONDITIONS and Section 00800 SUPPLEMENTAL CONDITIONS of the specifications.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as principals, are as follows:

(attach supplementary list if necessary)

3. The bidder is requested to state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Town to judge his experience, skill and business standing (add supplementary page if necessary).

<u>Completion Date</u>	<u>Project Name</u>	<u>Contract Amount</u>	<u>Design Engineer</u>	<u>Reference Name</u>	<u>Telephone No.</u>
----------------------------	-------------------------	----------------------------	----------------------------	---------------------------	--------------------------

a. _____

b. _____

c. _____

d. _____

e. _____

f. _____

Bank reference _____
(Name)

(Bank)

(Address)

(Telephone No.)

Pursuant to M.G.L. CH. 62C, Sec. 49A, I certify hereby in writing, under penalties of perjury, that the within named Bidder/Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

The undersigned Bidder hereby certifies under penalties of perjury, as follows: (1) that he/she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

The undersigned bidder hereby certifies, under pains and penalties of perjury, that the foregoing bid is based upon the payment to laborers to be employed on the project of wages in an amount no less than the applicable prevailing wage rates established for the project by the Massachusetts Department of Labor and Workforce Development. The undersigned bidder agrees to indemnify the awarding authority for, from and against any loss, expense, damages, actions or claims, including any expense incurred in connection with any delay or stoppage of the project work arising out of or as a result of (1) the failure of the said bid to be based upon the payment of the said applicable prevailing wage rates or (2) the failure of the bidder, if selected as the contractor, to pay laborers employed on the project the said applicable prevailing wage rates.

Respectfully submitted:

Date: _____

By: _____
(Signature)

(Type Name of Bidder)

(Title)

(Business Address)

(City and State)

(Telephone Number)

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____
as Surety, are hereby held and firmly bound unto the Highway Department, Town of Tyngsborough, Massachusetts as OWNER in the penal sum of _____
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2016.

The Condition of the above obligation is such that whereas the Principal has submitted to the Highway Department, Tyngsborough, MA, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for
Mascuppic Trail Roadway and Drainage Rehabilitation - Contract No. 16-01, Tyngsborough, Massachusetts.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

_____ (L.S.)
Principal

Surety

By: _____

IMPORTANT - 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.

END OF SECTION

SECTION 00420

NOTICE OF AWARD

To: _____

**PROJECT Description: Mascuppic Trail Roadway and Drainage Rehabilitation -
Contract No. 16-01
OFFICE OF THE TOWN ADMINISTRATOR
TYNGSBOROUGH, MA**

The OWNER has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your Bid has been accepted at the Base Bid Price of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond and certificates of insurance within five (5) days, excluding Saturdays, Sundays and legal holidays from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within the five (5) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Security. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this _____ day of _____, 2016.

Highway Department
Tyngsborough, Massachusetts
(OWNER)

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged

by. _____

this the _____ day of _____, 2016.

By _____

Title _____

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, by and between the party of the first part, the Town of Tyngsborough, hereinafter called "TOWN" or "OWNER" acting herein through its Town Manager, and the party of the second part, _____ doing business as *(an individual) (a partnership) (a joint venture) (a corporation) located in the *() (Town) of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to commence and complete the project described as follows: **Mascuppic Trail Roadway and Drainage Rehabilitation - Contract No. 16-01**, hereinafter called the Project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at his (it's or their) own proper cost and expense to furnish all the materials, supplies, machinery equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Section 00300 FORM OF GENERAL BID, Section 00700 GENERAL CONDITIONS, and Section 00800 SUPPLEMENTAL GENERAL CONDITIONS, the plans, which include all maps, plates, blue prints, and the specifications and Contract Documents as prepared by the Town.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in written "Notice to Proceed" of the TOWN.

The CONTRACTOR further agrees to complete the project within the 2016 construction season with a contract extension shall be at the discretion of the Town Administrator, or his designee.

The CONTRACTOR agrees not to 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 ensure 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.

The CONTRACTOR agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws.

The TOWN agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 00700 GENERAL

Town of Tyngsborough
Mascuppic Trail Roadway and Drainage Rehabilitation

Highway Department
Contract No.16-01

CONDITIONS, and to make payments on account thereof as provided in the Estimates and Payments Paragraph of Article 9 of Section 00700 GENERAL CONDITIONS.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

TOWN OF TYNGSBOROUGH, MASSACHUSETTS

(Town)

By _____

Curt T. Bellavance

(Name)

Town Administrator

(Title)

CONTRACTOR: _____

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
Town Attorney

In accordance with M.G.L. C.44, Section 31C, this is to certify that an appropriation in the amount of this contract is available therefore and that the _____ has been authorized to execute the contract and approve all requisitions and change orders.

By _____
Auditor

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified
(Secretary of the Corporation)

and acting Secretary of _____ and I further certify that a meeting of the
(Name of Corporation)
Directors of said Company, duly called and held on _____, at which
(Date of Meeting)

all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

EEO/AA CERTIFICATE

The Bidder hereby certifies he/she shall comply with the minority manpower ratio and specific action steps contained in the Commonwealth of Massachusetts Equal Employment Opportunity/Affirmative Action Program (EEO/AA/WBE/MBE). The Contractor receiving the award of the Contract shall be required to obtain from each of its sub-contractors and submit to the contracting or administering agency prior to the performance of any work under said Contract a certification by said sub-contractor, regardless of tier, that it will comply with the minority manpower ration and specific affirmative steps contained in the EEO/AA Program.

DATE: _____

SIGNATURE: _____

CERTIFICATE OF COMPLIANCE WITH STATE TAX LAWS AND
WITH UNEMPLOYMENT COMPENSATION CONTRIBUTION REQUIREMENTS

Pursuant to M.G.L., Ch. 62C, §49A and M.G.L. Ch. 151A, §19A, I, _____

_____ authorized signatory for _____

_____ whose principal place of business is at

do hereby certify under penalties of perjury that has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is:

Signed under the penalties of perjury the _____ day of 20 _____

Signature: _____

Name and Title: _____

If a corporation, complete below or attach to each signed copy of a contract a notarized copy of vote of corporation authorizing the signatory to sign this contract. If attesting clerk is same as individual executing contract, have signature notarized below.

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) _____ (Officer)

of this company be and hereby is authorized to execute contract and bonds in the name and behalf of said company, and affix its corporate seal thereto, and such execution of any contract or obligation in this company's name on its behalf by such _____
(Officer)

of the company, shall be valid and binding upon this company.

I hereby certify that I am the Clerk of the _____

that _____ is the duly elected

_____ of said company, and that the above vote has

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

a true copy,
ATTEST _____
Clerk

Place of Business _____
Corporate Seal

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____

DAY OF _____, 20 _____.

NOTARY PUBLIC

STATEMENT OF WAGE COMPLIANCE

DATE: _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

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

_____(Contractor, sub-contractor
of public body) Building Project, and that all mechanics and apprentices, teamsters, chauffeurs
and laborers employed on said project have been paid in accordance with wages determined under
the provisions of Section Twenty-seven (27) and Twenty-seven A (27A) of Chapter One Hundred
and Forty Nine (149) of the General Laws.

Signature: _____

Title: _____
(Signed under penalties of perjury as provided for under Section 27B of Chapter 149, General
Laws.)

**CERTIFICATIONS REQUIRED BY LAW
FOR PUBLIC CONSTRUCTION CONTRACTS**

You must COMPLETE and SIGN the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

FORM W9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture or Individual)

_____ of _____, State of _____
(Surety) (City & State)

_____ hereinafter called the "Surety" and licensed by the State Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of Tyngsborough, Massachusetts, hereinafter called "Town", in the sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 20____ (the "Construction Contract"), for the construction described as follows:

Mascuppic Trail Roadway and Drainage Rehabilitation - Contract No. 16-01.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Construction Contract during the original term thereof, and any extensions thereof which may be granted by the Town, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under the Construction Contract, and shall fully indemnify and save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after (1) the Town has declared the Principal in default of the Construction Contract or any provision thereof or (2) has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work consistent with, and in conformance to, the Construction Contract (collectively referred to as a "Contractor Default"). The determination of a Contractor Default shall be made solely by the Town. The Town need not terminate the Construction Contract to declare a Contractor Default or to invoke its rights under this Bond.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at the consent and election of the Town, shall promptly take one of the following steps: (1) arrange for the Principal to perform and complete the work of the Construction Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Construction Contract; (3) reimburse the Town, in a manner and at such time as the Town shall decide, for all costs and expenses incurred by the Town in performing and completing the work of the Construction Contract. Surety will keep Town reasonably informed of the progress, status and results of any investigation of any claim of the Town.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Town shall be entitled to enforce any remedy available to the Town.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Construction Contract; (2) additional design, professional services, and legal costs, including attorneys' fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Construction Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligation of the Principal, if any, as provided in the Construction Contract; and (5) liquidated damages as provided in the Construction Contract, or if none are so specified, actual and foreseeable consequential damages resulting from the Contractor Default or default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the Commonwealth of Massachusetts.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the work or to the specifications.

SECTION 00620

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____
(Name of Contractor) (Corporation, Partnership, Joint Venture or Individual)

hereinafter called "Principal" and _____ of _____,
(Surety)

State of _____ hereinafter called the "Surety" and licensed by the State
(City and State)

Division of Insurance to do business under the laws of the Commonwealth of Massachusetts, are held and firmly bound to the Town of _____, Massachusetts, hereinafter called "Town", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Town, dated the _____ day of _____, 20____, for the construction described as follows:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____		_____
		Surety
_____	By	_____
		(Attorney-in-Fact)

		(Address-Zip Code)
_____ (SEAL)		
Witness as to Surety		

(Address-Zip Code)		

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

SECTION 00680

NOTICE TO PROCEED

To: _____ Date: _____

_____ Project: **Mascuppic Trail Roadway
and Drainage Rehabilitation
CONTRACT NO. 16-01
TYNGSBOROUGH, MA**

You are hereby notified to commence Work in accordance with the Agreement dated _____, 2016 on or before _____, 2016 and you have fully completed the Work within the 2016 construction season but a contract extension shall be at the discretion of the Town Administrator, or his designee.

Highway Department
Tyngsborough, Massachusetts

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

By: _____

this the _____ day

of _____, 2016

By: _____

Title: _____

SECTION 00700

GENERAL CONDITIONS

- ARTICLE 1 - GENERAL PROVISIONS
- ARTICLE 2 - ADMINISTRATION OF THE CONTRACT
- ARTICLE 3 - TOWN
- ARTICLE 4 - CONTRACTOR
- ARTICLE 5 - SUBCONTRACTORS
- ARTICLE 6 - CONSTRUCTION BY TOWN OR BY SEPARATE CONTRACTORS
- ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS
- ARTICLE 8 - TIME
- ARTICLE 9 - PAYMENTS AND COMPLETION
- ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY
- ARTICLE 11 - INSURANCE AND BONDS
- ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK
- ARTICLE 13 - MISCELLANEOUS PROVISIONS
- ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

ARTICLE 1 - GENERAL PROVISIONS

§ 1.1 DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Town-Contractor Agreement, the Conditions of the Contract (General, Supplemental and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of the Contract, and all applicable laws, ordinances and regulations. A Modification is (1) a written amendment to the contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Town or (4) a written order for a minor change in the Work issued pursuant to Paragraph 7.4. The Contract Documents include Bidding Documents such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda relating to any of these, or any other documents, specifically enumerated in the Town-Contractor Agreement. In the event of a conflict among the Contract Documents, they shall be construed according to the following priorities: first – Modifications; second – Agreement; third – Addenda; fourth – General Conditions; fifth – specifications; sixth – Drawings.

§ 1.1.2 THE CONTRACT

The Contract Documents from the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. All Work mentioned or indicated in the Contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

§ 1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

§ 1.1.4 THE PROJECT

The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

§ 1.1.5 OR EQUAL

The use of the words "Or Equal" following the name of any manufacturer, vendor or proprietary product shall be understood to mean that articles or materials may be substituted which, in the opinion of the Town, are equal in quality, durability, appearance, strength, design and performance to the articles or materials named or described and will perform adequately in providing a first-class facility.

When submitting shop drawing information on articles or materials which are being proposed as substitutes for specified items, the Contractor shall clearly identify them as such. If the articles or materials are accepted as equal to those on which dimensions on the drawings are based, any dimensional variance from those shown and/or specified shall be shown on the shop drawings prepared by the Contractor, illustrating the manner in which conformity to dimensions and design is to be obtained. All such drawings shall be subject to the approval of the Town and the installation of the article shall not proceed without first obtaining said approval.

§ 1.2 EXECUTION, CORRELATION AND INTENT

§ 1.2.1 The Contract Documents shall be signed in not less than quadruplicate by the Town and Contractor.

§1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

§1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

§1.2.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.6 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.7 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.8 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.9 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.10 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Town for use by the Architect/Engineers in the design of the Project or Work. The Town does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided by Chapter 30, Section 39N of the General Laws of the Commonwealth of Massachusetts.

§ 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

§1.3 OWNERSHIP AND USE OF DOCUMENTS

§1.3.1 All Drawings, Specifications and copies thereof furnished by the Town are and shall remain the Town's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Town. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Town at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

ARTICLE 2 - ADMINISTRATION OF THE CONTRACT

§ 2.1 TOWN'S REPRESENTATIVE

§ 2.1.1 The designated representative of the Town ("Architect/Engineer") will administer the Contract and visit the site at intervals appropriate to the stage of construction to familiarize himself 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. However, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Town may also retain a separate Project Manager, who shall work with the Architect/Engineer in the administration of the Contract

§2.1.2 The Architect/Engineer and Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Town may perform its functions under the Contract Documents.

§2.1.3 Based on his observations and an evaluation of the Contractor's Applications for Payment, the Architect/Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Article 9.

§2.1.4 The Architect/Engineer will render information necessary for the proper execution or progress of the Work within twenty (20) days of any request by the contractor or in accordance with any time limit agreed upon.

§2.1.5 The Architect/Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Section 13.5.2 whether or not such Work be then fabricated, installed or completed. Any such rejection of work shall not relieve the Contractor of the responsibility for maintaining protection of the Work and the Town's property.

§2.1.6 The Architect/Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. The approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.1.7 The Architect/Engineer will prepare Change Orders in accordance with Section 7.1 herein, and will have authority to order minor changes in the Work as provided in Section 7.3.

§ 2.1.8 The Architect/Engineer will conduct inspections to determine the date of Substantial Completion and Final Completion, will review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Section 9.9.

ARTICLE 3 - TOWN

§ 3.1 DEFINITION

§ 3.1.1 The Town is the person or entity identified as such in the Town-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number. The term Town means the Town or, as applicable, the Town's authorized representative ("Architect/Engineer"), which for this Project shall be the **Resident / Project Representative**. The Town may also retain a separate Project Manager, who shall work with the Architect/Engineer in the administration of the Contract. The form of agreement between the Town and the Architect/Engineer and/or the Project Manager shall be made available to the Contractor upon request.

§ 3.2 INFORMATION AND SERVICES REQUIRED OF THE TOWN

§ 3.2.1 The Town shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Town's obligations under the Contract.

§ 3.2.2 The Town shall furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except as otherwise stated in the Contract Documents, the Contractor shall be entitled to reasonably rely on the accuracy of information furnished by the Town except to the extent that the Contractor's review thereof reveals, or in the exercise of reasonable diligence should have revealed, any inaccuracy or incompleteness therein. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 3.2.3 Information or services required of the Town by the Contract Documents shall be furnished by the Town with reasonable promptness.

§ 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge,

6 copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work, all additional copies will be furnished upon request at the cost of reproduction.

§ 3.3 TOWN'S RIGHT TO STOP THE WORK

§ 3.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Town may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Town to stop the Work shall not give rise to a duty on the part of the Town to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Town.

§ 3.4 TOWN'S RIGHT TO CARRY OUT THE WORK

§ 3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Town to commence and continue correction of such default or neglect with diligence and promptness, the Town may, without prejudice to other remedies the Town may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Town's expenses and compensation for the Architect/Engineer's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Town.

ARTICLE 4 - CONTRACTOR

§ 4.1 GENERAL

§ 4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 4.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 4.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Town in the administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

§ 4.2 REVIEW OF CONTRACT DOCUMENTS BY CONTRACTOR

§ 4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Town any error, inconsistency or omission he may discover. If the Contractor performs any construction activity it knows or reasonably should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Town, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for such correction.

§ 4.2.2 Any claim by the Contractor or Subcontractors that, in submitting their respective bids, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind. If any item is specified in a Section which would not normally furnish this item it shall be the responsibility of the Contractor to coordinate the situation with the Subcontractor, and if the item under consideration is not to be provided by the Subcontractor it shall be the responsibility of the Contractor to provide the work in question, without any additional cost to the Town.

§ 4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 4.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Town and Architect/Engineer and shall not proceed with that portion of the Work without further written instructions from the Architect/Engineer.

§ 4.3.2 The Contractor shall be responsible to the Town for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors this obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

§ 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Town in its administration of the Contract, or by inspection, tests or approvals required or performed under Section 13.5 by persons other than the Contractor.

§ 4.3.4 The Contractor shall retain a registered professional engineer or registered land surveyor, acceptable to the Architect/Engineer, to establish the exterior lines and required elevations for all buildings and structures to be erected, and to establish lines and grades for associated roads, utilities and grading. The engineer or surveyor shall certify the actual location of constructed elements of the Work.

§ 4.4 LABOR AND MATERIALS

§ 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 4.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 4.5 WARRANTY

§ 4.5.1 The Contractor warrants to the Town that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 4.5.2 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Town may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Town, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense.

§ 4.5.3 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Town in writing of the nature of such deviations at the time the material is submitted for approval.

§ 4.5.4 In informing the Town of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Town, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Town may reject such substitution or deviation without further investigation.

§ 4.5.5 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Town, unless such substitution was made at the written request or direction of the Town.

§ 4.5.6 The warranty provided in this Section 4.5 shall be in addition to and not in limitation of any other warranty required by the Contract Documents or otherwise prescribed by law.

§ 4.5.7 The Contractor shall procure and deliver to the Town, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract Documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Town that the warranty will be performed in accordance with its terms and conditions.

§ 4.5.8 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Town, promptly correct defective Work or Work not in accordance with the Contract Documents.

§ 4.6 TAXES

§ 4.6.1 The Contractor shall pay applicable sales, consumer, use and similar taxes for the Work provided by the Contractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The project is exempt from the Massachusetts Sales Tax to the extent permitted by G.L. c.64H, §6(f). The exemption number can be obtained from the Town upon request by the successful bidder.

§ 4.7 PERMITS, FEES AND NOTICES

§ 4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits and fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 4.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

§ 4.7.3 If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Town in writing, and necessary changes shall be accomplished by appropriate Modification.

§ 4.7.4 If the Contractor performs Work it knows or should know to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Architect/Engineer and Town, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 4.8 SUPERINTENDENT

§ 4.8.1 The Contractor shall employ a competent full time superintendent and necessary assistants who shall be in attendance at the Project site at all times during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case. The Contractor shall remove the superintendent if requested to do so by the Town and shall replace him with a competent person acceptable to the Town.

§ 4.8.2 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Town, every reasonable opportunity for the installation of Work and the storage of materials.

§ 4.8.3 The Contractor shall arrange for and attend job meetings with the Town and such other persons as the Town may from time to time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect/Engineer. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives.

§ 4.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 4.9.1 The Contractor, within twenty (20) calendar days after being awarded the Contract, shall prepare and submit for the Town's information and approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised, subject to the Town's approval, at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The construction schedule shall be in such form and contain such information as the Town requires. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

§ 4.10 DOCUMENTS AND SAMPLES AT THE SITE

§ 4.10.1 The Contractor shall maintain at the site for the Town one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect/Engineer and shall be delivered to the Architect/Engineer for submittal to the Town upon completion of the Work.

§ 4.11 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 4.11.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 4.11.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 4.11.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 4.11.4 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Town or of separate contractors.

§ 4.11.5 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor.

§ 4.11.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Town's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Town in writing of such deviation at the time of submittal and (1) the Town has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Town's approval thereof.

§ 4.12 USE OF SITE

§ 4.12.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 4.13 CUTTING AND PATCHING

§ 4.13.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 4.13.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Town or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Town or a separate contractor except with written consent of the Town and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Town or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 4.14 CLEANING UP

§ 4.14.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

§ 4.14.2 If the Contractor fails to clean up as provided in the Contract Documents, the Town may do so and the cost thereof shall be charged to the Contractor.

§ 4.15 ACCESS TO WORK

§ 4.15.1 The Contractor shall at all times provide the Town access to the Work in preparation and progress wherever located.

§ 4.16 ROYALTIES, PATENTS AND COPYRIGHTS

§ 4.16.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Town harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Town. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Town.

§ 4.17 INDEMNIFICATION

§ 4.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work by the Contractor or Subcontractor(s). Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.17.

§ 4.17.2 In claims against any person or entity indemnified under this Section 4.17 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.17.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 5 - SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is

referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Town the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect/Engineer will promptly reply to the Contractor in writing stating whether or not the Town or the Architect/Engineer, after due investigation, has reasonable objection to any such proposed person or entity.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Town has made reasonable and legally permissible and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Town has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Town has no reasonable objection

§ 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Town makes reasonable objection to such substitute.

§ 5.3 SUBCONTRACTUAL RELATIONS

§ 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Town and Architect/Engineer. Each subcontract agreement shall preserve and protect the rights of the Town and Architect/Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Town. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

ARTICLE 6 - CONSTRUCTION BY TOWN OR BY SEPARATE CONTRACTORS

§ 6.1

TOWN'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Town reserves the right to perform construction or operations related to the Project with the Town's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Town-Contractor Agreement.

§ 6.1.3 The Town shall provide for coordination of the activities of the Town's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Town in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Town until subsequently revised.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Town and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Town or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect/Engineer apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Town's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Town shall be reimbursed by the Contractor for costs incurred by the Town which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

§ 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Town or separate contractors as provided in Section 10.2.5.

ARTICLE 7 - CHANGES IN THE WORK / CLAIMS FOR ADDITIONAL COSTS

§ 7.1 CHANGE ORDER

§ 7.1.1 A Change Order is a written order to the Contractor signed by the Town, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order.

§ 7.1.2 The Town, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents and applicable General Laws.

§ 7.1.3 Upon request of the Town or the Architect/Engineer, the Contractor shall without cost to the Town submit to the Architect/Engineer, in such form as the Architect/Engineer may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Architect/Engineer. The Contractor shall promptly revise and resubmit each estimate if the Architect/Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect/Engineer, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect/Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

§ 7.1.4 The cost or credit to the Town resulting from a change in the Work shall be determined in one or more of the following ways:

1. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. by unit prices stated in the Contract Documents or subsequently agreed upon;
3. by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
4. by the method provided in Section 7.1.5.

§ 7.1.5 If none of the methods set forth in Section 7.1.4 is agreed upon, the Contractor, provided he receives a written order signed by the Town, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Town on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, and also under Section 7.1.4 above, the Contractor shall keep and present an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless

otherwise provided in the Contract Documents, cost shall be limited to the following: actual cost of materials, including sales tax and cost of delivery; labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums, and rental value of equipment and machinery. Pending final determination of cost to the Town, payments on account shall be made on the Town's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Town for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

§ 7.1.6 Unit prices shall be as stated in the Bid Form and the Contract shall include all costs of the Contractor to the Town as listed in Section 7.1.5. No additional charges shall be allowed for these items under any circumstances.

§ 7.2 CONCEALED CONDITIONS

§ 7.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty days after the first observance of the conditions.

§ 7.3 MINOR CHANGES IN THE WORK

§ 7.3.1 The Town will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Town and the Contractor. The Contractor shall carry out such written orders promptly, regardless of whether it objects to an absence of adjustment in the Contract Time or Contract Sum.

§ 7.4 CLAIMS FOR ADDITIONAL COSTS

§ 7.4.1 Definition. The word "Claim" shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word "Claim" shall not include claims by the Town. The Town may withhold from the Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

§ 7.4.2 Time Limits on Claims. Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect/Engineer and the Town. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property. No such claim shall be valid unless so made.

§ 7.4.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation by the Town, (2) any order by the Town to stop the Work where the Contractor was not at fault, (3) any written order for a minor change in the Work issued or (4) failure of payment by the Town, the Contractor shall make such claim as provided in this Section 7.4.

ARTICLE 8 - TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in a notice to proceed. If there is no notice to proceed, it shall be the date of the Town-Contractor Agreement or such other date as may be established therein.

§ 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Town when construction is substantially complete, in accordance with the Contract Documents, other than only customary punch list items, the lack of or completion of which will not interfere with the Town's use, so the Town can lawfully occupy and utilize the Work or designated portion thereof for the use for which it is intended. The Date of Final Completion of the Work is the date on which the Town issues its final Certificate for Payment in accordance with Section 9.9 hereof.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall begin the Work on the date of commencement as defined in Section 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, and Final Completion thereafter in accordance with the provisions of the Contract Documents. If the Contractor fails to keep pace with the construction schedule prepared pursuant to Section 4.9, as measured by the certificates for payment issued by the Architect/Engineer, the Town may require the Contractor, at the Contractor's sole cost, to accelerate the progress of the work by adding personnel or increasing the hours of work or by other means acceptable to the Town.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor claims that he is delayed at any time in the progress of the Work by any act or neglect of the Town or by any employee of the Town, or by any separate contractor employed by the Town, or by changes ordered in the Work, or by labor disputes, fire, unavoidable casualties, or any causes beyond the Contractor's or its Subcontractor's control, or by delay authorized by the Town, then, provided such delay in no way results from the act or neglect of the Contractor or any of its Subcontractors, the Contract Time may be extended by Change Order for such reasonable time as the Town may determine.

§ 8.3.2 Any claim for extension of time shall be made in writing to the Town not more than seven (7) days after the commencement of the delay; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 If no agreement is made stating the dates upon which interpretations of the Contract Documents by the Architect/Engineer shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretation until fifteen days after written request is made for them, and not then unless such claim is reasonable.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Town on account of any delay in the commencement or performance of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Town, or otherwise, except as and to the extent expressly provided under M.G.L. c.30, §39O in the case of written orders by the Town. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

§ 8.4 LIQUIDATED DAMAGES

§ 8.4.1 It is expressly understood and agreed, by and between the Contractor and Town, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to substantially complete the Work within the times herein specified, or any proper extension thereof granted by the Town, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Town the amount specified in the Agreement not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Town because of the impracticability of fixing and ascertaining the actual damages the Town would in such event sustain, and said amount is agreed to be the amount of damages which the Town would sustain and said amount shall be deducted by the Town from periodic payments.

ARTICLE 9 - PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Town to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect/Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, in which case it shall be revised until acceptable to the Architect/Engineer shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 The Contractor shall submit to the Town an itemized Application for Payment supported by such data substantiating the Contractor's right to payment as provided elsewhere in the Contract Documents for the period ending the last day of each month within the Contract period. The Application shall contain a separate line item or section for each subtrade category and a listing of the amount paid to each subcontractor as of the date of the Application

§ 9.3.1.1 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Town, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Town to establish the Town's title to such materials or equipment or otherwise protect the Town's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site. The Contractor shall assume responsibility to protect all such materials from loss or damage at no cost to the Town, until they are finally incorporated into the Work, whether or not they have been paid for by the Town.

§ 9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Town either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect/Engineer will, within ten days after receipt of the Contractor's properly completed and supported Application for Payment, either issue to the Town a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect/Engineer determines is properly due, or notify the Contractor and Town in writing of the Architect/Engineer's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment by the Architect/Engineer shall not be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Town shall withhold its Payment in whole or in part, to the extent necessary reasonably to protect itself. If the Town is unable to make payment in the amount of the Application, he will notify the Contractor as provided in Section 9.4.1. If the Contractor and the Town cannot agree on a revised amount, the Town will issue a Certificate for Payment for the amount for which it determines is properly due. The Town may also decline to make payment and the Architect/Engineer because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of any Certificate for Payment previously issued, to such extent as may be necessary in its opinion to the Town from loss because of:

- .1 defective work not remedied,
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
- .5 damage to the Town or another Contractor,
- .6 reasonable evidence that the Work will not be completed within the Contract Time, or
- .7 material failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above grounds in Section 9.5.1 are removed, payment shall be made for amounts withheld because of them.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect/Engineer has issued a Certificate for Payment, the Town shall make payment in the manner and within the time provided in General Laws Chapter 30, Section 39, and the Contract Documents. The Town reserves the right to a 5% general retainage from each progress payment, which retainage shall be released to the Contractor upon substantial completion, less amounts properly allocated to punch list work and potential claims of the Town.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Town, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work.

§ 9.6.3 The Town shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

§ 9.6.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Town, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

§ 9.6.5 Notwithstanding the provisions of Section 9.6 all progress payments shall be made in accordance with Chapter 30, Sections 39F, 39G and 39K (as appropriate) of the General Laws of the Commonwealth of Massachusetts, as amended.

§ 9.7 SUBSTANTIAL COMPLETION

§ 9.7.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Town, is substantially complete as defined in Section 8.1.3, the Contractor shall prepare for submission to the Town a list of items to be completed or corrected. 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. When the Town on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Town and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Town and the Contractor for their written acceptance of the responsibility assigned to them in such Certificate.

§ 9.7.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and Certification by the Architect/Engineer, the Town shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

§ 9.7.3 The Contractor shall complete and correct any incomplete or defective work within forty-five (45) calendar days from the date of Substantial Completion.

§ 9.8 PARTIAL OCCUPANCY OR USE

§ 9.8.1 The Contractor agrees to the use and occupancy of the Project or any portion thereof before Substantial Completion of the Work. The Town will cooperate with the Contractor with respect to the completion of the Work by taking such reasonable steps as may be possible to avoid interference with the Contractor's Work provided that they do not interfere with the proper functioning of the facility. The Contractor shall not be responsible for wear and tear or damage resulting solely from temporary occupancy. Use and occupancy of any part of the Work prior to Substantial Completion shall not relieve the Contractor from maintaining the required payment and performance bonds and insurance required by this Contract.

§ 9.9 FINAL COMPLETION AND FINAL PAYMENT

§ 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect/Engineer will make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, it will issue a final Certificate for Payment stating that to the best of its knowledge, information and belief, and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. .

§ 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Town (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Town or his property might in any way be responsible, have been fully paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Town, other data establishing payment or satisfaction of all such obligations, receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Town. If any Subcontractor refuses to furnish a release or waiver required by the Town, the Contractor may furnish a bond satisfactory to the Town to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.9.3 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.9.4 Notwithstanding anything in the Contract Documents to the contrary, final payment shall be made in accordance with the requirements of G.L.c.30, §39K (building projects) or §39G (public works projects), as amended.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

§ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and other persons who may be affected thereby;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Towns and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3., except damage or loss solely attributable to the acts or omissions of the Town, the Engineer or anyone directly or indirectly employed by the Town or Engineer, or by anyone for whose acts the Town or Engineer may be liable, and not attributable to the acts or omissions of the Town, the Engineer or anyone directly or indirectly employed by them, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligation under Section 4.13.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Town and Architect/Engineer.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§10.2.8 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.9 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.10 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Town, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Town and Architect/Engineer in writing. The Contractor and the Town shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect/Engineer in the implementation of such removal or containment.

§ 10.4 EMERGENCIES

§ 10.4.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 7 for Changes in the Work.

ARTICLE 11 - INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located 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 and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage;
5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of Township, maintenance or use of a motor vehicle;
7. claims for bodily injury or property damage arising out of completed operations; and

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Town's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

All insurance shall be written on an occurrence basis, unless the Town approves in writing coverage on a claims-made basis. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. The Town shall be added as an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Town and authorized to do business in Massachusetts. Contractor shall furnish to Town written confirmation as to the insurance carrier's most current financial ratings when it submits certificates of insurance.

§ 11.1.3 Certificates of insurance acceptable to the Town shall be filed with the Town prior to commencement of the Work. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Town. If any of the foregoing insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. These certificates shall set forth evidence of all coverage required by Section 11.1.1 and 11.1.2. The Contractor shall furnish to the Town copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.2 TOWN'S LIABILITY INSURANCE

§ 11.2.1 The Contractor shall procure and pay for an Town's policy of Town's protective liability insurance insuring the Town and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Town and which have, and shall maintain throughout the pendency of this contract, a minimum financial rating of not less than A+ according to A.M. Best or AAA according to Moody's. Contractor shall furnish to Town written confirmation as to the insurance carrier's most current financial ratings when it submits the Certificate of Insurance. Such insurance shall include the interests of the Town, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Town shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverage's afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Town. The Town shall be named insured within the policy.

§ 11.3.2 The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.3 The Town shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

§ 11.3.4 Upon the occurrence of an insured loss, the Town and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

§ 11.4 MINIMUM AMOUNT OF INSURANCE

§ 11.4.1 In no case shall the limits of liability for the insurance required by this section be less than specified in the Supplemental General Conditions.

§ 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5.1 The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a Payment Bond in an amount not less than one hundred percent (100%) of the Contract price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law, and in a form acceptable to the Town, and shall remain in effect through the one-year warranty period.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If any portion of the work should be covered contrary to the request of the Town or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Town, be uncovered for his observation and shall be replaced at the Contractor's expense.

§ 12.1.2 If any other portion of the Work has been covered which the Town has not specifically requested to observe prior to being covered, the Town may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Town. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Town or a separate contractor as provided in Article 6, in which event the Town shall be responsible for the payment of such costs. The Contractor shall bear the cost of any loss, or damages to the Town resulting from such failure or defect.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 The Contractor shall promptly correct all Work rejected by the Town as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Town's additional services made necessary thereby.

§ 12.2.2 The Contractor shall provide a document to the Town certifying that if within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Town of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or requiring excessive service or maintenance or not in accordance with the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of a written notice from the Town to do so unless the Town has previously given the Contractor a written acceptance of such approval, which written acceptance shall specifically refer to such defect. This obligation shall survive termination of the Contract. The Town shall give such notice reasonably promptly after discovery of the condition. The provisions of this paragraph are in addition to, and not in limitation of, the Town's other rights and remedies hereunder and in law and equity.

§ 12.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Sections 4.5.1, 12.2.1 and 12.2.2, unless removal is waived by the Town in writing.

§ 12.2.4 If the Contractor fails to correct defective or nonconforming Work as provided in Sections 4.5.1, 12.2.1 and 12.2.2 the Town may correct it in accordance with Section 3.4.

§ 12.2.5 If the Contractor does not proceed with the correction of defective or non-conforming Work within a reasonable time fixed by written notice from the Town, the Town may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Town may upon ten additional days' written notice sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Town's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Town.

§ 12.2.6 The Contractor shall bear the cost of making good all work of the Town or separate contractors destroyed or damaged by such correction or removal.

§ 12.2.7 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the

time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligation other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Town prefers to accept defective or nonconforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

§ 13.1.1 The Contract shall be governed by the law of the Commonwealth of Massachusetts. All applicable provisions of Federal, state, or local laws, by-laws, rules, or regulations are incorporated into the Contract as if fully set forth herein.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Town and the Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Town, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the Town.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Town or Architect/Engineer shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Town timely notice of its readiness so the Town may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public authorities which are normal and customary for the type of work required by the Contract. Unless otherwise provided, the Town shall bear all costs of other inspections, tests or approvals. All testing methods, organizations, and personnel shall be

approved by the Town before the start of testing Work, without regard to what party will ultimately pay for such Work.

§ 13.5.2 If the Town determines that any Work requires special inspection, testing, or approval which Section 13.5.1 does not include, it will instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided in Section 13.5.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Town's additional services made necessary by such failure; otherwise the Town shall bear such costs, and an appropriate Change Order shall be issued.

§ 13.5.3 Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by him to the Town.

§ 13.5.4 The Contractor shall obtain and deliver promptly to the Architect/Engineer any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Town. Receipt of such permits or certificates by the Architect/Engineer shall be a condition precedent to Substantial Completion of the Work.

§ 13.5.5 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 LIMITATION OF LIABILITY

§ 13.6.1 The Town shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Town shall ever be personally or individually liable with respect to this Contract or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Town ever succeeds to the Contractor's rights and obligations under a Subcontract.

§ 13.7 DEFENSE OF SUITS

§ 13.7.1 The Contractor shall be responsible for, and shall defend and pay all costs, attorneys' fees and liabilities, both direct and indirect, as a result of litigation arising out of this Contract.

§ 13.7.2 Neither final acceptance nor occupation of the premises by the Town shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.7.3 The Contractor shall indemnify and hold harmless the Town and the Architect/Engineer and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for the following reason:

1. because the Architect/Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Town has not made payment on a Certificate for Payment properly issued within the time stated in the Contract Documents

§ 14.1.2 If one the above reason exists, the Contractor may, upon seven additional days written notice to the Town and Architect/Engineer, terminate the Contract and recover from the Town payment for the Work executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Town to establish the Town's title to such material or equipment or otherwise protect the Town's interest.

§ 14.2 TERMINATION BY THE TOWN FOR CAUSE

§ 14.2.1 The Town may without prejudice to any other right or remedy deem this Contract terminated for cause if any of the following defaults shall occur and not be cured within ten (10) days after the giving of notice thereof by the Town to the Contractor and any surety that has given bonds in connection with this Contract:

1. The Contractor has filed a petition, or a petition has been filed against the Contractor with its consent, under any federal or state law concerning bankruptcy, reorganization, insolvency or relief from creditors, or if such a petition is filed against the Contractor without its consent and is not dismissed within sixty (60) days; or if the Contractor is generally not paying its debts as they become due; or if the Contractor becomes insolvent; or if the Contractor consents to the appointment of a receiver, trustee, liquidator, custodian or the like of the Contractor or of all or any substantial portion of its assets and such appointment or possession is not terminated within sixty (60) days; or if the Contractor makes an assignment for the benefit of creditors;
2. The Contractor refuses or fails, except in cases for which extension of time is provided under this Contract's express terms, to supply enough properly skilled workers or proper materials to perform its obligations under this Contract, or the Architect/Engineer has determined that the rate of progress required for the timely completion of the Work is not being met;
3. The Contractor fails to make prompt payment to Subcontractors or for materials, equipment, or labor;
4. All or a part of the Work has been abandoned;

5. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Town, except as expressly permitted in this Contract;
6. The Contractor has failed to comply with any applicable Laws, regulations or government orders;
7. The Contractor fails to maintain, or provide to the Town evidence of the insurance or bonds required by this Contract, or
8. The Contractor has failed to prosecute the Work or any portion thereof to the standards required under this Contract or has otherwise breached any material provision of this Contract.

§ 14.2.2 The Town shall give the Contractor and any surety notice of such termination for cause, but the giving of notice of such termination shall not be a condition precedent or subsequent to the termination's effectiveness. In the event of such termination, and without limiting any other available remedies, the Town may, at its option:

1. hold the Contractor and its sureties liable in damages for a breach of Contract;
2. notify the Contractor to discontinue all work, or any part thereof, and the Contractor shall discontinue all work, or any part thereof, as the Town may designate;
3. complete the Work, or any part thereof, and charge the expense of completing the Work or part thereof, to the Contractor;
4. require the surety or sureties to complete the Work and perform all of the Contractor's obligations under this Contract.

§ 14.2.3 If the Town elects to complete all or any portion of the Work as specified in Section 14.2.2.3 above, it may take possession of all materials, equipment, tools, machinery, implements at or near the Site owned by the Contractor and finish the Work at the Contractor's expense by whatever means the Town may deem expedient; and the Contractor shall cooperate at its expense in the orderly transfer of the same to a new contractor or to the Town as directed by the Town. In such case the Town shall not make any further payments to the Contractor until the Work is completely finished. The Town shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the site of the Work after the Town has no further use for them. Unless so removed within fifteen days after notice to the Contractor to do so, they may be sold at public auction, and the proceeds credited to the Contractor's account; or they may, at the option of the Town, be stored at the Contractor's expense subject to a lien for the storage charges.

§ 14.2.4 Damages and expenses incurred under Section 14.2.2 above shall include, but not be limited to, costs for the design or extra engineering services and Project Manager services required, in the opinion of the Town, to successfully inspect and administer the construction contract through final completion of the Work

§ 14.2.5 Expenses charged under Section 14.2.2 above may be deducted and paid by the Town out of any moneys then due or to become due the Contractor under this Contract.

§ 14.2.6 All sums damages, and expenses incurred by the Town to complete the Work shall be charged to the Contractor. In case the damages and expenses charged are less than the sum that would have been payable under this Contract if the same had been completed by the Contractor,

the Contractor shall be entitled to receive the difference. In case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

§ 14.3 TERMINATION BY THE TOWN FOR CONVENIENCE

§ 14.3.1 The Town may terminate this Contract for convenience even though the Contractor is not in default by giving notice to the Contractor specifying in said notice the date of termination.

§ 14.3.1 In the event that the Contract is terminated pursuant to Section 14.1, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Town to establish the Town's title to such material or equipment or otherwise protect the Town's interest. The payment provided in this section shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, Subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

§ 14.3.2 Upon termination of this Contract for convenience as provided in Section 14.3.1 of this Article, the Contractor shall: (1) stop the Work; (2) stop placing orders and Subcontracts in connection with this Contract; (3) cancel all existing orders and Subcontracts; (4) surrender the site to the Town in a safe condition; (5) transfer to the Town all materials, supplies, work in process, appliances, facilities, equipment and machinery of this Contract, and all plans, Drawings, specifications and other information and documents used in connection with this Contract.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

§ SUPPLEMENTAL CONDITIONS INTRODUCTION

The following Supplementary General Conditions shall modify, change, delete from or add to Section 00700 GENERAL CONDITIONS. Where any Subsection of the General Conditions is modified or any Article Paragraph, Subparagraph or Clause thereof is modified or deleted by these Supplemental General Conditions, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

The General Conditions, Supplementary General Conditions and Special Conditions are complementary and shall be read together. Insofar as these Sections cannot be reconciled, the Special Conditions take precedence over all other conditions, and the Supplementary General Conditions take precedence over the General Conditions.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 1

Add the following Sub-Sections to §1.1 DEFINITIONS:

§ SC 1.1.6 OWNER - The Town of Tyngsborough and all Departments responsible for the execution of this contract.

§ SC 1.1.7 AWARDING AUTHORITY - same definition as OWNER.

§ SC 1.1.8 BIDDER - Any person, firm or corporation submitting a BID for the work.

§ SC 1.1.9 FINAL COMPLETION - The work has been fully completed and ready for its intended use as required by Contract Documents and to the satisfaction of ENGINEER and OWNER, and CONTRACTOR's other obligations under the Contract Documents have been fulfilled. If a tentative list of items to be completed or corrected was issued with a certificate by Substantial Completion or issued subsequent thereto, such items shall be completed or corrected before work is considered fully completed."

§ SC 1.1.10 STANDARD SPECIFICATION - Massachusetts Department of Transportation Standard Specifications for Highways and Bridges, latest edition and all addendums, supplemental specifications and errata.

§ SC 1.1.11 STANDARD DETAILS - Massachusetts Department of Transportation Standard Construction Details, Mast Arm Details Standard Drawings, Standard Drawings for Traffic Signals and Highway Lighting latest edition and all addendums, supplemental specifications and errata.

§ SC 1.1.12 MUTCD - Manual on Uniform Traffic Control Devices 2009.

§ SC 1.1.13 ENGINEER - Town of Tyngsborough, Town Administrator or his authorized agent, representative, Resident Project Representative (RPR) inspector or resident engineer.

§ SC 1.1.14 DESIGNER - WorldTech Engineering, LLC.

§ SC 1.1.15 WORK WEEK - The CONTRACTOR shall work during a normal eight (8) hour day, five (5) day week (Monday through Friday) excluding holidays as defined in the wage rate decision. Work at other times, including nights and weekends, shall be at the option of, and only with written approval of, the OWNER.

§ SC 1.1.16 SUBSTANTIAL COMPLETION - The CONTRACTOR shall not be given phased or staged substantial completion as equipment is started up and operated. All new equipment which is installed under this Contract, whether operating or not, shall remain in the full control and responsibility of the CONTRACTOR until the entire project reaches substantial completion.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 3

Add the following Sub-Sections to §3.1 DEFINITION:

§ SC 3.1.1 SUBSTANTIAL COMPLETION ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the Work of the CONTRACTOR.

Through more extensive on-site observations of the Work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER'S agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

1. General

RPR is ENGINEER'S agent at the site, will act as directed by and under the supervision of the ENGINEER and will confer with ENGINEER regarding RPR'S actions. RPR'S dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping OWNER advised as necessary. RPR'S dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of the ENGINEER.

2. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work in general is proceeding in accordance with the Contract Documents.
- b. Report to ENGINEER whenever RPR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- e. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- f. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- g. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 4

Add the following paragraph to Section 4.5.4:

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

Add the following paragraph to Section 4.3.1:

This Project is subject to the Contract Work Hours and Safety Standards Act. The Contract Work Hours and Safety Standards Act (40 USC 327 et seq) and the regulations of the Department of Labor under 29 CFR Part 5 require contractors and subcontractors to pay wages to laborers and mechanics on the basis of an eight hour work day and 40 hour work week and to pay at least time and a half for work performed in excess of these time limitations. Also, the Act prohibits

contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary or dangerous conditions (see 29 CFR Part 1926).

Add the following paragraph to paragraph 4.11.5:

It is the CONTRACTOR'S responsibility to prepare, coordinate and review all submittals prior to delivery to the ENGINEER. The ENGINEER will review each submittal and the first resubmittal without cost to the CONTRACTOR. The CONTRACTOR, however, shall reimburse the OWNER for all reasonable costs associated with the ENGINEER'S and his consultant's review of each subsequent resubmittal. For the purpose of this paragraph only, submittals include, Product Data Catalog Cuts and Samples.

Change the first sentence of section 4.9.1 to the following sentence:

The Contractor shall within 10 days after receipt of Notice to Proceed, submit to the Town Administrator, or his designee for approval a submittals schedule for all materials and equipment required for this Project.

Add the following sub-paragraph to Section 4.8:

§ 4.8.4 The Contractor shall provide the Town with the name and telephone number of the project superintendent and an emergency telephone number where he can be reached 24 hours per day for the duration of the construction period.

Add the following Sections to Article 4:

§ 4.18 TRAFFIC MANAGEMENT

The Contractor shall follow approved traffic management procedures. All proposed work zones shall be delineated with temporary traffic signs and channelization devices provided and installed in accordance with the Massachusetts Department of Transportation Standards for Work Zone Safety Guidelines for Municipalities and Contractors. Unless traffic management plans are outlined in this contract. If specific traffic management plans are provided the contract set and the Contractor proposes deviates from any traffic management plan contained herein, the Contractor shall submit his revised traffic management plans to the Town Administrator, or his designee for approval.

The Contractor shall give notice to the Town Administrator, or his designee at least 48 hours in advance of beginning any work affecting the maintenance of traffic and shall not proceed with surfacing operations without specific notice to, and the approval of, the Town Administrator, or his designee.

Any traffic detours proposed by the Contractor shall be subject to approval by the Town Administrator, or his designee. All proposed traffic detours shall be submitted 2 weeks before the intended implementation date. Any detours or changes in normal traffic patterns or road closures shall be coordinated by the contractor with the Town of Tyngsborough Fire Department and Police Department.

The Contractor shall provide a detour map indicated the proposed route of the detoured traffic, all proposed signs, the proposed hours of operation, the proposed location of detail officers and barricades.

Traffic police for use under this contract shall be paid for by the Contractor on an hourly basis and shall be reimbursable by the Owner.

§ 4.19 DRAINAGE/WATERWORK

Any work needed to resolve a conflict of existing Town owned drainage or water systems shall not be performed without approval of the Town Administrator, or his designee. All proposed drainage or water work shall be performed only as noted on the plans or approved by the Town Administrator, or his designee during construction.

No separate payment will be made for the maintenance of the existing drainage system by diversion or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.20 WATER FOR CONSTRUCTION PURPOSES

Temporary water connections for construction purposes shall be done in accordance with the rules and regulations of the Massachusetts Department of Environmental Protection and the Tyngsborough Water District. The Contractor is required to provide a backflow preventer meeting the Town of Tyngsborough standards and obtain a permit from the Tyngsborough Water District before tapping into any hydrant within the Town.

The Town will provide water for construction purposes when water restrictions are not in force. If water restrictions are in force the Contractor, at his own expense, shall supply his own source of water for construction purposes.

The approval of the Tyngsborough Water District shall be obtained before water from the Town's water distribution system is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of use.

The Town will suspend the work for any violation of this provision. It shall be the Contractor's responsibility to ensure that all subcontractors likewise understand and comply with this provision.

The Contractor shall be provided with water for flushing, testing and chlorinating water mains, at no cost, but only once for each section of pipe. Any water required for additional flushing, testing and rechlorination shall be billed to the Contractor at the prevailing rates, and this sum of money shall be paid by the Contractor upon receipt of a billing by the Owner.

The Owner may at his option deduct such amounts of money from periodic estimates for payment.

§ 4.21 ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to comply with all environmental policies. The Contractor shall be responsible for obtaining any necessary permits in relation thereto. The Contractor shall operate only in those areas approved by the Town Administrator, or his designee and shall provide protective measures called for in various contract items or at the direction of the Town Administrator, or his designee. All protective measures shall be maintained by the

Contractor until removal is approved by the Town Administrator, or his designee or at the end of the Project.

The Contractor shall maintain all construction and storage areas free of debris and trash.

The Contractor shall be responsible for restoration of disturbed areas as provided for in the various Items. Any damage to areas not approved by the Town Administrator, or his designee shall be restored at the Contractor's expense. Should the Contractor fail to make the necessary repairs the Town may make such repairs and backcharge them against the Contractor.

Daily maintenance and fueling of equipment shall be conducted away from all wetlands resource areas. The Contractor shall have sufficient materials on hand to control and clean up any spillage. In the event of an accidental spillage within any wetland area, the Contractor shall take immediate action to prevent contamination of wetland areas; he shall cease operations and notify the Town Administrator, or his designee. The cost of cleanup of any contamination shall be the responsibility of the Contractor. Maintenance and repair other than daily requirement shall be done off-site at the Contractor's own facility or service yard.

From time to time the site may be visited or inspected by Local, State or Federal agencies responsible for protection of the environment. The Contractor shall cooperate with the representatives and shall not hinder or impede their work.

All protective measures shall be paid for in the costs of the various items.

The Contractor shall provide for removal of dirt spilled from his trucks on existing pavement over which it is hauled or otherwise deposited whenever in the judgment of the Town Administrator, or his designee the accumulation is sufficient to cause the formation of mud or dust or interfere with drainage.

The Contractor shall provide positive methods and apply dust control materials to minimize raising dust from construction operations. The Contractor shall provide positive means to prevent air-borne dust from dispersing into the atmosphere. 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.

The Contractor shall provide weekly power-sweeping of streets and gutters and daily sweeping of sidewalks within Limits of Work. 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.

The Contractor shall provide sanitary facilities for the use of workers at the site and shall insure that they are maintained in a clean condition. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The sanitary conveniences shall be the obligation and responsibility of the Contractor.

§ 4.22 MAINTAINING DRAINAGE SYSTEMS

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the traveled ways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system for diverting or pumping or for plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.23 SITE INVESTIGATION

The Contractor shall satisfy him/herself as to the conditions existing within the project area, the type of equipment required to perform the work, the character, quality and quantity of the subsurface materials to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Drawings and/or Specifications. Any failure of the Contractor to acquaint himself with the available information will not relieve him/her from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town assumes no responsibility for any conclusions or interpretation made by the Contractor on the basis of the information made available by the Town.

§ 4.24 SURVEY, LINES, GRADES AND MEASUREMENTS

The Contractor shall employ a competent surveyor or civil engineer, registered within the Commonwealth of Massachusetts to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the Work and from time to time to verify such marks by instrument or other appropriate means.

The Town Administrator, or his designee shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.

The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.

§ 4.25 PROPERTY BOUNDS

The Contractor shall exercise due care when working around all property bounds which are to remain. Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and certified as to the correct location by a Massachusetts registered professional land surveyor as directed by the Town Administrator, or his designee and at no cost to the Owner.

§ 4.26 CONSTRUCTION IN STREETS

The Contractor shall note that no construction in streets is permitted after the asphalt plants have closed for the season. The Contractor's work shall be scheduled accordingly.

§ 4.27 INTERFERENCE WITH AND PROTECTION OF STREETS

The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards without delay that are acceptable to the Town Administrator, or his designee.

Streets, roads, private ways, and walks under construction and not closed shall be maintained passable and safe at all times by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the Town Administrator, or his designee and the Police and Fire Departments in writing if the closure of a street or road is necessary. The Contractor shall cooperate with the Town Administrator, or his designee in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

At the end of each work day the Contractor shall fill in or cover with steel plates of adequate strength to carry traffic all open trenches, test pits or other excavations determined by the Town Administrator, or his designee to be unsafe. The roadway shall be free of construction debris and excavated material and shall be relatively smooth to provide safe passage.

The Contractor shall erect substantial barriers at the ends of open ditches; stockpiled construction materials or other obstructions and shall erect warning signs and provide adequate lights or flares to guard the barriers, trenches, and excavation.

§ 4.28 TEMPORARY ACCESS

Access to businesses and residences must be maintained at all times. The Contractor shall provide safe and ready means of ingress and egress to all stores and shops, public and private and professional offices and any other businesses or residences in the project area, both day and night, for the duration of the project.

§ 4.29 COORDINATION WITH TOWN AGENCIES

The Contractor shall supply the Police Department, Fire Department and Highway Department with the following information:

1. A list of streets and intersections where work will be in progress to be supplied at intervals as required by the Town Administrator, or his designee.
2. Immediate notification of any utility breaks.

§ 4.30 TREE REMOVAL AND CUTTING OF BRANCHES

In the event that tree removal or branch cutting is required for the prosecution of the work, any tree removals and all cutting of tree branches shall be approved in advance by the Town Administrator, or his designee and the Highway Department.

§ 4.31 TREE PROTECTION

The Contractor shall exercise special care when excavating near trees. The provisions outlined in the specification for Item 102.51 (INDIVIDUAL TREE PROTECTION) shall be carefully followed.

§ 4.32 CONSTRUCTION IN STREETS RESTRICTION

The Contractor should be aware of and become familiar with any construction in streets restrictions mandated by the Owner, which may prohibit construction in the streets between certain periods.

The Contractor shall not have any claim for the extension of the time for the completion of the work under this contract as a result of this restriction.

While working in any of the conditions noted herein the contractor shall be required to provide access to local abutters and emergency vehicles at all times.

HOURS OF OPERATION

Daily restricted hours of operation shall be between 9:00 am and 3:30 pm Work restrictions shall be as follows:

ONE LANE OPERATION

Along each roadway, one lane shall remain open for vehicle traffic and one sidewalk shall remain open at all times during operations that can be performed with one lane open, such as pipe installations, manhole and utility work, sidewalk and curbing installation, etc.

DETOURS

All Detours shall be approved by Tyngsborough Town Administrator, or his designee and coordinated with the Tyngsborough Police and Tyngsborough Fire Department at least one week prior to implementation.

Approved Detours are allowed between 9:00 am and 3:30 pm ONLY.

Detours shall be allowed for construction activities that, in the opinion of the Town Administrator, or his designee, will require the closure of both lanes of traffic. Operations such as existing pavement reconstruction or full width paving are examples of operations that may require a road closure.

The contractor is required to provide the proper amount of equipment and manpower to perform these operations in an efficient manner.

§ 4.33 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- (1) Take every precaution against injuries to persons or damage to property;
- (2) Store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not duly interfere with the progress of his work or the work of any other contractors;
- (3) Place upon the work or any part thereof only such loads as are consistent with the safety of the portion of the work;
- (4) Clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that all times the site of the work shall present a neat, orderly and workmanlike appearance.

- (5) Before final payment, remove all surplus material, falsework, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (6) Effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Town Administrator, or his designee, not to cut or otherwise alter the work of any other Contractor.

§ 4.34 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, of his intention to commence operations affecting such utilities, at least one month in advance of the commencement of such operations, and the Contractor shall at the same time file a copy of such notice with the Town Administrator, or his designee.

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

The contractor shall prepare a list of the names and addresses of the utilities owners that have utility services in the Town and within the project limits. The list shall include all relevant contact information including the name of the utility owner, the contact person, the address, and emergency phone numbers and cell phone numbers. The list shall include the contact information for the Tyngsborough Fire Department, Police Department, Highway Department and Conservation Commission. The contractor shall provide a copy of the list to the Town Administrator, or his designee and maintain the list, making needed updates as required.

The contractor shall mark out limits and request a dig safe of the project areas as needed and in advance of his/her operations. The contractor shall review the project area after the dig safe is complete to review the information marked for potential conflicts with the proposed work.

Dig Safe Center 1-888-DIG-SAFE (1-888-344-7233)

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting or repairing property as specified in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

The Contractor shall be required to furnish all labor, materials, and equipment necessary to protect underground structures and electrical vaults within the project site from construction debris and water penetration. When underground structures or electrical vault roofs are excavated, the Contractor shall be responsible for maintaining security of these structures or electrical vaults against unauthorized access. The Contractor shall be responsible for leaving the structures and vaults in a state of water tightness equal to that existing at the commencement of the contract.

§ 4.35 COMPLIANCE WITH NOISE ORDINANCE

The Contractor shall adhere to the Town of Tyngsborough Noise Ordinance, as amended.

§ 4.36 OPEN EXCAVATIONS

All open excavations shall be adequately safe guarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Town. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, special construction procedures shall be taken, such as limiting the length of open trench or requiring that the trench shall not remain open overnight.

§ 4.37 OCCUPYING PRIVATE PROPERTY

The Contractor shall not enter upon or occupy with men, tools, equipment or materials any property outside the rights-of-way or property of the Owner, except after the consent of the Owners or their agents.

§ 4.38 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall, without additional compensation, take every measure necessary for the protection of personnel and property, including the employment of necessary warning devices, barricades, signs, special apparel, etc., in the performance of the work. The Contractor, shall, without additional compensation, be required to provide safe and convenient access to all abutters at all times, except as may be authorized in writing by the Town Administrator, or his designee.

The Contractor shall provide necessary access for fire apparatus and other emergency vehicles through the work zones to all streets and all abutting properties at all times. Unless otherwise approved by the Town Administrator, or his designee, one lane shall be open to through traffic at all times during the execution of the work. The Contractor shall at all times provide access to public and private lots and alleys in the work area or arrange 24 hours in advance for disruption in access.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

Before the start of work, the Contractor shall post all locations in compliance with the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall familiarize himself with the provisions of the MUTCD Part VI Construction and Maintenance. During construction, the Contractor shall provide traffic warning devices that conform to the MUTCD and Town of Tyngsborough Traffic Regulations in order to properly protect traffic and pedestrians from the Work. The Contractor shall be responsible for providing, positioning, repositioning, maintaining and removing signs through the course of the project as deemed necessary by the Town Administrator, or his designee.

When it is deemed necessary by the Town Administrator, or his designee or the Chief of Police that detail Police Officers are needed they will be provided by the Contractor. The Town shall reimburse the Contractor for the cost of the Police Detail upon presentation of the cancelled check. It is the Contractor's responsibility to cancel a Police Detail at a minimum of four hours in advance of the start of the shift if conditions so warrant. The Contractor shall not be reimbursed for Police

Details if the Contractor fails to show for the job or if the Contractor fails to cancel the detail with adequate advance notice.

This provision of Police Details shall not relieve the Contractor of the responsibility of providing proper traffic control devices when operating adjacent to the roadway while it is open to the public. Any costs associated with these devices are the responsibility of the Contractor and shall be accounted for in the Unit Costs unless otherwise provided for.

The Contractor shall provide sufficient fencing, barricades and signage and otherwise provide for security around all excavations and stockpiles. Cost for these items shall be included in the Unit Costs for the Items of Work.

The above provisions represent minimal requirements for maintenance of traffic and safety and may be modified at the discretion of the Town Administrator, or his designee.

§ 4.39 PROTECTION OF UTILITIES AND PROPERTY

The Contractor, in constructing or installing facilities alongside or near sanitary sewers, storm drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, trees, shrubs, grass and landscaping shall, at his expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Contractor shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his acts or neglect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Town Administrator, or his designee, furnish labor and equipment to work temporarily under the utility owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the Department or by the utility owner that suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation therefore.

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, etc. will occur.

The contract drawings indicate the approximate location in plan of know subsurface and overhead utilities. The Contractor shall satisfy himself to the exact location of subsurface and overhead utilities through his own research.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of the Town Administrator, or his designee, to do the work called for under this Contract, the Contractor shall protect and maintain the services in such utilities and structures and the Town Administrator, or his designee will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in protecting or repairing property as specified in this section, shall be

considered included in the prices paid for the various Contract items of work and no additional compensation will be allowed therefore.

In case of damage to utilities, the Contractor shall promptly notify the owner and shall, if requested, furnish manpower under the owner's direction in getting access to the utility. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility company. The cost of such repairs shall be borne by the Contractor without compensation therefore.

The work to be done under this contract may necessitate changes in properties of utility companies listed elsewhere in this document. Immediately after executing the contract the Contractor shall confer with the owners of all utilities in order that relocations may be made at times consistent with operation of this contract.

The Contractor shall notify utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way and shall notify DigSafe at Telephone Number 1-888-344-7233.

§ 4.40 SAFETY AND HEALTH REGULATIONS

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 as amended) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to make themselves familiar with the requirements of these regulations.

§ 4.41 OCCUPYING PRIVATE PROPERTY

The Contractor shall not enter upon or occupy with men, tools, equipment or materials any property outside the rights-of-way or property of the Owner, except after the consent of the Owners or their agents.

§ 4.42 CARE AND PROTECTION OF PROPERTY

The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Town Administrator, or his designee.

§ 4.43 PRECAUTIONS UNDER ELECTRIC LINES

The Contractor's attention is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926.550, relating to construction equipment clearances at overhead electric lines, which states in part "...the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 KV or below, and greater distances for higher voltage...".

For the protection of personnel and equipment, the Contractor should be aware of this regulation especially during paving operations using large semi-trailer vehicles.

§ 4.44 WORK DONE BY OTHERS

Relocation of all private utilities made necessary by the construction of this project, will be accomplished by the respective utility companies, at their expense.

§ 4.45 DRAINAGE

The Contractor shall maintain the drainage system in the project areas to provide continual drainage of the travelways and construction area. All pipes and structures installed as part of this Contract shall be left in a clean and operable condition at the completion of the work.

No separate payment will be made for the maintenance of the existing drainage system or for diverting flow or pumping or plugging of pipes, but all costs in connection therewith shall be included in the unit prices bid for the various Contract items.

§ 4.46 CONSTRUCTION IN STREETS

The Contractor should note that no construction in streets is permitted after the asphalt plants have closed for the season. The Contractor's work should be scheduled accordingly.

§ 4.47 WORK DURING INCLEMENT WEATHER

No work shall be done under these Specifications except by permission of the Town Administrator, or his designee when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the Contractor upon the direction of the Owner, shall suspend all work until instructed to resume operations by the Owner and the Contractor Time shall be extended to cover the duration of the order. Work damaged during periods of suspension due to inclement weather shall be repaired and/or replaced by the Contractor. No earth fill or embankment shall be placed upon frozen material. If there is a delay in the Work due to the weather conditions, the necessary precautions must be taken to bond new Work to old

§ 4.48 INTOXICATING CHEMICALS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating chemicals upon or about the work.

§ 4.49 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 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, corrections or replacements to the satisfaction of the Owner within 10 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 said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

Nothing contained in the Section shall be construed as a limitation as to any and all rights the Owner may have against the Contractor for any neglect or for any breach of this Provision

§ 4.50 INSUFFICIENCY OF SAFETY PRECAUTIONS

If, at any time, in the judgment of the Town Administrator, or his designee, the Work is not properly made safe in regard to public travel, persons on or about the Work, or public or private property, the Town Administrator, or his designee shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall comply promptly with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the work and the safeguard into proper and approved condition or if the Contractor or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, the Town Administrator, or his designee may put the work into such condition that it shall be in his opinion, in all respects safe. The Contractor shall pay all costs and expenses incurred by the Town Administrator, or his designee or Owner in so doing. Such action of the Town Administrator, or his designee or failure to take such action, shall in no way relieve or diminish the responsibility of the Contractor for any and all costs, expenses, losses, liability, claims, suits, proceedings, judgments, awards, or damages resulting from by reason of, or in connection with the failure to take precautions or the insufficiency of the safety precautions taken by him or by the Town Administrator, or his designee acting under authority of this section

§ 4.51 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

The Contractor shall supervise and direct the Work, using his best skills and attention which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope, difficulty and location. The Contractor shall maintain adequate supervisory personnel at the project site during the performance of the Work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement.

The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the work.

The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor.

§ 4.52 SITE INFORMATION NOT GUARANTEED

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Contractor and is not guaranteed.

It is agreed and understood that the Owner does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that the Contractor shall not use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the Owner, arising from or by reason of any variance which may exist between the information made available and the actual subsurface conditions or other conditions or structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 5

Add the following paragraph to Section 5.1.2:

The CONTRACTOR shall submit one copy of each of his subcontracts to the ENGINEER and demonstrate the subcontractor's ability to complete the portion of the work he/she is charged with. This shall include compliance with contract requirements.

§ SUPPLEMENTAL CONDITION TO ARTICLE 7

Add the following to paragraph 7.2.1:

There have been no reports of explorations and tests of subsurface conditions utilized by the ENGINEER in preparation of the Contract Documents. All existing structures and subsurface structures identified by the ENGINEER were based on the best information available.

Revise paragraph 7.2.4:

Paragraph 7.1.4 is changed by deleting the phrase "mutually acceptable fixed or percentage fee" and replacing with "fifteen percent fee for overhead and profit."

Add the following Paragraph to §7.3 MINOR CHANGES IN THE WORK:

The Town reserves the right to increase or decrease quantities as directed by the Superintendent of Public Works. The Town also reserves the right to change locations of the work as directed by the Superintendent of Public Works.

Change Paragraph 7.4.2:

Paragraph 7.4.2 is changed by deleting the phrase "Contractor must initiate claims within fourteen (14) calendar days after occurrence" and replacing with "Contractor must initiate claims within seven (7) calendar days after occurrence".

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 8

Add the following Sub-Sections to Section 8.3

§ 8.3.5 The ENGINEER shall evaluate CONTRACTOR's request for extension of Contract Time as follows:

- a. The ENGINEER will determine whether the amount of labor (man-hours) reasonably correlates to the magnitude of the addition or reduction of the work.
- b. If the labor requested is determined reasonable, the ENGINEER shall evaluate the impact the additional labor has on the rate of the entire crew. This evaluation will consider whether the addition in work is critical to the CONTRACTOR's schedule and, if critical, to what extent the progress of the CONTRACTOR's overall crew is affected.
- c. The CONTRACTOR shall provide the ENGINEER with all information necessary for ENGINEER to make this analysis.

§ 8.3.6 The CONTRACTOR is not entitled to any time extension until the CONTRACTOR's scheduled completion date exceeds the contract completion date.”

§ 8.3.7 No Damages for Delay: The CONTRACTOR shall not be entitled to damages for any delay regardless of the cause of the same. The CONTRACTOR’s only remedy in the event of a delay shall be an extension of the Contract Time and only to the extent allowed in the Contract documents.”

§ Section 8.4 *Delete the entire section of § Section 8.4 LIQUIDATED DAMAGES*

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 9

Substitute the second sentence of section 9.6.1 with the following paragraph:

The owner shall withhold a retainage equal to five (5) percent of each partial payment. This will be reduced to the amount determined by the Owner and Town Administrator, or his designee to be necessary to assure completion of the work, or cover claims against the Contractor, after the date of Substantial completion.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 11

Add the following Sub-Section:

§ SC 11.4.2 CONTRACTOR'S LIABILITY INSURANCE AMOUNTS REQUIRED

In no case shall the limits of liability be less than the following:

1. Contractor's Liability Insurance
 - a. Workers Compensation, etc. under the General Conditions:

State:	Statutory
Applicable Federal	Statutory

Employer's Liability: \$1,000,000.

- b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protection; Products Liability and Completed Operations; Broad Form Property Damage); Bodily Injury (including completed operations and products liability for up to 3 years after the completion of the project):

\$ 1,000,000 . Each Occurrence

\$3,000,000 . Annual Aggregate

Property Damage:

\$ 1,000,000 . Each Occurrence

\$3,000,000 . Annual Aggregate

or a combined single limit of \$2,000,000.

Property Damage Liability Insurance will provide Explosion, Collapse and Underground coverages.

Personal Injury, with employment exclusion deleted

\$ 3,000,000 . Annual Aggregate

- c. Comprehensive Automobile Liability:

Bodily Injury:

\$1,000,000 . Each Person

\$1,000,000 . Each Occurrence

Property Damage:

\$1,000,000 . Each Occurrence

or a combined single limit of \$ 2,000,000

- d. Contractual Liability:

Bodily Injury:

\$1,000,000 . Each Occurrence

Property Damage:

\$1,000,000. Each Occurrence

\$2,000,000. Annual Aggregate

- e. Umbrella Liability, Body Injury + Property Damage combined including completed operations

\$5,000,000.

Add the following at the end of Paragraph 11.1.3:

Certificates from the insurance carrier shall be filed in triplicate with the OWNER and shall state the type of coverage, limits of liability and the expiration date on each certificate.

With respect to insurance identified in paragraphs: 11.1.3, 11.1.4, 11.1.5, and 11.1.7 (Comprehensive General Liability), such insurance shall name the **TOWN OF TYNGSBOROUGH** and **WORLDTECH ENGINEERING, LLC** as additional named insured.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 12

Add the following Sections to Article 12:

§ 12.4 DIMENSIONS AND LOCATIONS

Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall 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.

§ SUPPLEMENTAL CONDITIONS TO ARTICLE 13

Add the following Sections to Article 13:

§ 13.8 MATERIALS REMOVED AND STACKED

The Contractor shall carefully remove and store these materials at a site designated on the project by the Town Administrator, or his designee for their subsequent removal by the Owner, or transported to a location within the Town specified by the Town Administrator, or his designee, or legally disposed of as directed by the Town Administrator, or his designee. The Contractor furnishes any necessary equipment and labor for loading the material on the Owner's trucks. Payment for this work shall be included in respective bid items.

§ 13.9 STORAGE OF MATERIALS AND EQUIPMENT

All excavated materials and equipment to be incorporated in the Work shall be placed 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 installation in the vicinity of the Work. Materials and equipment 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.

§ 13.10 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 by the Town Administrator, or his designee, shall become the property of the Contractor and shall be removed from the site during the construction period and disposed of legally. 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.

§ 13.11 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, the Contract shall be read and enforced as though they were included herein and such provision shall prevail over any inconsistent language herein. If through mistake or otherwise any such provision is not inserted then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

§13.12 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Discriminatory employment practices by contractors, subcontractors and suppliers of goods and services based on race, color, religion, national origin, ancestry, age or sex are prohibited. Contractors and suppliers of goods and services shall give written notice of their commitment to non-discrimination to any labor union, association or brotherhood with which they have a collective bargaining or other agreement.

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.

§ 13.13 LIENS

If at any time any notices of lien are filed for 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 monies payable hereunder an amount which, in its sole judgment, 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.

§ 13.14 NOTICES, COMPLIANCE WITH LAWS

The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. The Contractor shall provide the Owner with reproductions of all permits, licenses and receipts for any fees paid. The Owner represents that it has disclosed to the Contractor all orders and requirements known to the Owner of any public authority particular to this Agreement.

If the Contractor observes that any of the Contract Documents are at variance with applicable laws, statutes, codes and regulations in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be accomplished by appropriate modification.

If the Contractor performs any Work which he knows or should know is contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

In the performance of the Work, the Contractor shall comply with all applicable federal, state and local laws and regulations including those relating to workplace and employee safety. The Contractor shall notify the Owner immediately of any conditions at the place of the work which violate said laws and regulations and shall take prompt action to correct and eliminate any such violations.

§ 13.15 PRICE ADJUSTMENT

Notwithstanding any general or special law to the contrary, this contract shall be subject to the provisions stated in Chapter 303 Section 60 and Chapter 86 of the Acts of 2008 relative to energy escalation. A price adjustment for liquid asphalt and Portland Cement shall be made on a monthly basis when the monthly change exceeds +/- 5 percent. Base prices for this contract shall be the New Method period prices posted on the MassDOT website, <http://www.massdot.state.ma.us/highway/DoingBusinessWithUs/Construction/PriceAdjustments.aspx>, for the month of the Contract bid opening.

§ 13.16 PREVAILING WAGE

In accordance with General Laws Chapter 149, Section 26 through 27D, the Contractor is obligated to comply with the prevailing wage rates established by the Town Administrator, or his designee of the Department of Labor and Workforce Development for mechanics, apprentices, chauffeurs, teamsters and laborers employed on the Project. The schedule of applicable prevailing wage rates for the Project, together with a Certificate of Compliance therewith, are set forth in Attachment A herein.

CHANGE ORDER FORM

Page 2 of 2

Public Entity _____

Project Number _____ Contract Number _____ Change Order Number _____

Contract Title _____

Owner's Name : _____

Owner's Address _____

Contractor's Name: _____

Contractor's Address: _____

Description of Change

Reason for Change

SECTION 00820b

CERTIFICATE OF FINAL COMPLETION OF WORK

CONTRACT NO. _____ AGREEMENT DATE _____

CONTRACT DESCRIPTION: _____

COMPLETION DATE PER AGREEMENT AND CHANGE ORDERS _____

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Payment Request for construction Contract Work dated _____, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Agreement and authorized changes.

Date

CONTRACTOR

Signature

Title

FINAL CERTIFICATION OF ENGINEER

I have reviewed the CONTRACTOR'S Final Payment Request dated _____ and hereby certify that to the best of my knowledge, the cost of the Work identified on the Final Estimate represents full compensation for the actual value of Work completed and that the Work has been completed in accordance with the terms of the Agreement and authorized changes. This certification is provided in accord with the terms of General Condition Article 14.

WORLDTECH ENGINEERING, LCC.

Date

Signature

Title

FINAL ACCEPTANCE OF OWNER

I, as representative of the OWNER, accept the above Final Certifications and authorize Final Payment in the amount of \$_____ and direct the Contractor's attention to the General Conditions - Article 14. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

HIGHWAY DEPARTMENT
TYNGSBOROUGH, MASSACHUSETTS

Date

Authorized Representative

Signature

END OF SECTION

SECTION 00850

Incorporation of Applicable Provisions of the Massachusetts General Laws

Certain provisions of the Massachusetts General Laws are applicable to Construction contracts including, but not limited to, those contained in Chapter 30 and Chapter 149. All applicable provisions of the Massachusetts General Laws are incorporated into the Contract as if fully set forth herein, and shall prevail over any conflicting provisions of the General or Supplemental General Conditions.

SECTION 00900

Supplementary Specifications

SCOPE OF WORK

General

The work to be done under this contract shall be in accordance with these specifications and includes the reconstruction and rehabilitation of Mascuppic Trail the Town of Tyngsborough.

Roadway Rehabilitation Work Required

The proposed treatment work to be done to Mascuppic Trail as directed by the Town Administrator, or his designee. The proposed work under this contract will include full depth pavement reclamation, , fine grading and compacting, hot mix asphalt paving, removing and resetting existing granite curbing, and installing of new granite curbing, hot mix asphalt berm constructing new cement concrete sidewalks to meet ADA/AAB requirements, hot mix asphalt or gravel driveway aprons, constructing ADA/AAB conforming wheelchair ramps, drainage improvements including installation of new catch basins, manholes, pipe and drainage swales, sanitary sewer structure improvements including rebuilding or adjusting sanitary manholes, removing and replacing roadway signage, pavement markings and the provision of safety controls and signing for construction operations and other incidental items. All work shall be performed in accordance with the relevant provisions of the Standard Specifications of the MassDOT and these Specifications and completed within the identified bid items.

Finished Grades

In general the final grades of the proposed roadways shall be consistent with the existing condition grades except that the final sidewalk and wheel chair ramps shall comply with all ADA and AAB regulations for cross slopes and ramps slopes. The contractor shall meet all existing grades at driveways, walks and walls, etc. The contractor shall use caution when working along the front of existing retaining walls so as not to undermine the wall; any patching required on the face of abutting walls shall be considered incidental to the work.

Bidders shall be aware that at the Town's discretion any item listed in the Bid Form may be used at the Contractor bid price regardless of whether it is shown on plans, details, or listed in these specifications. Items not listed in these specifications shall be in conformance with the Massachusetts Department of Transportation - Highway Division latest editions of the STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, and all SUPPLEMENTAL SPECIFICATIONS and as directed by the Town Administrator, or his designee.

Unless otherwise specified herein, all work done under this contract shall be in conformance with the Massachusetts Department of Transportation latest editions of the STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, the SUPPLEMENTAL SPECIFICATIONS, MASSDOT ENGINEERING DIRECTIVE, CONSTRUCTION AND TRAFFIC STANDARD DETAILS, STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, ENGLISH SUPPLEMENTAL DRAWINGS, the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, the STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, the PLANS, and these SPECIFICATIONS.

Note: All work in this contract shall conform to all the rules and regulations of the ARCHITECTURAL ACCESS BOARD (521 CMR 1.00 et. seq.) and MassDOT's June 2014 Construction Standard Details - Wheelchair Ramp Standards, and all relevant Engineering Directives.

ITEM 102.51

INDIVIDUAL TREE PROTECTION

EACH

The work under this item shall conform to the relevant provisions of Sections 101 and 771 and the following:

GENERAL

The work shall consist of protecting existing individual tree located with the limit of work, as directed by the Town Administrator, or his designee, to prevent damage to branches, stems and root systems of existing individual trees to remain and to ensure their survival. Provisions under this item include steps to minimize soil and root disturbance and to construct protection measures for trees close to construction areas.

EXAMINATION OF CONDITIONS

The Contractor shall be solely responsible for judging the full extent of the work requirements, including, but not necessarily limited to any equipment and materials necessary for providing tree protection.

Prior to any construction activities, the Contractor and Arborist shall walk the site with the Town Administrator, or his designee and Town Tree Warden to identify which trees will require protection and to determine approved measures. The Arborist shall make recommendations as to appropriate methods of protection. The Town Administrator, or his designee will have final decision as to trees and methods.

The Contractor is responsible for the protection of all existing trees and plants within and immediately adjacent to the construction area that are not designated to be removed for the length of the construction period.

Incidental to the cost of this item, the Contractor shall retain the services of a certified arborist, who shall make recommendations as to the specific appropriate treatment of trees within or near the work zone.

SUBMITTALS

Incidental to this item, the Contractor shall provide to the Town Administrator, or his designee one (1) copy each of "Standards for Pruning Shade Trees" of the National Arborist Association, 174 Route 101, Bedford, New Hampshire, 03102, and American National Standards Institute (ANSI) Standard Z-133.1 and A300 Standard Practices for Tree, Shrub, and Other Woody Plant Maintenance, Part 1: Pruning. These references shall be kept by the Town Administrator, or his designee at his office for the length of the Contract.

Prior to start of work, the Contractor shall submit to the Town Administrator, or his designee the name and certification number of the Massachusetts Certified Arborist referenced herein. Cost for Certified Arborist for all activities pertaining to this Item shall be incidental to this item.

MATERIALS

Fence and temporary fence posts shall be subject to the approval of the Town Administrator, or his designee. Fencing for individual plants shall be polyethylene fencing or chain link fence (new or used).

Staking for individual tree protection fencing shall be 2x4 inch stock as directed and approved by the Town Administrator, or his designee.

Wood chips or mulch shall conform to provisions under Materials Sections M6.04.0 through M6.04.5 depending on the material selected by the Certified Arborist and the Tree Warden.

Trunk protection shall be 2x4 inch cladding, at least 8 feet in length, clad together with wire. Trunk protection shall include burlap.

Temporary Tree Protection Fence shall be brightly colored Polypropylene barricade or wooden snow fencing for tree protection or safety fencing as shown on the Contract drawings or as directed by the Town Administrator, or his designee. Fencing shall be a minimum of 4 feet high and supported by steel or hardwood stakes spaced at a maximum of 8 feet on center or by other means acceptable to the Town Administrator, or his designee.

Incidental to this item, the Contractor shall provide water for maintaining plants in the construction area that will have exposed root systems for any period during construction.

CONSTRUCTION METHODS

To the extent possible, to avoid soil compaction within the root zone, construction activities including, but not limited to, vehicle movement, excavation, embankment, staging and storage of materials or equipment shall not occur underneath the canopy (drip line) of trees to remain. Where these activities will occur within 10 feet of the canopy of trees, the Contractor shall provide Individual Tree Protection as specified herein.

Tree Fencing and Armoring

For individual tree protection, the Contractor shall set posts and fencing at the limits of the tree canopy. Where construction activities closer to the trees is unavoidable, the contractor shall tie branches out of the way and place wood chips or mulch as selected by the Certified Arborist and the Tree Warden to a depth of 6 inches on the ground to protect the root systems. The Contractor shall wrap the area of the trunk of the tree with burlap prior to armoring with 2x4 inch cladding. Cladding for tree trunks shall extend from the base of the tree to at least 8 feet from the base.

To the extent possible, temporary landscaped fencing shall be installed at the limit of tree canopy and shall be staked and maintained vertical for the length of the contract.

Where excavation within canopy is unavoidable, the Contractor shall use equipment and methods that shall minimize damage to the tree roots, per recommendations of the Certified Arborist and Tree Warden. Such methods may require root pruning prior to, as well as during, any excavation activities and may, at the discretion of the Certified Arborist and the Tree Warden, include coating faces with an emulsified asphalt or other acceptable coating. The removal of roots 1 inch or larger will require approval by the Tree Warden or his designee prior to their removal and procedures for their removal will be as directed by the Tree Warden. All roots less than 1" that must be removed shall be removed using a sharp instrument to insure a clean, sharp cut is made. The tearing of

roots shall be considered a wound to the tree. The incorrect removal of roots can lead to the death of a street tree. At the discretion of the Certified Arborist and the Tree Warden, wood chips or mulch may be required in all excavations adjacent to tree routes will be filled with mulch.

All fencing, trunk protection, branch protection, and woodchips or mulch shall be maintained throughout the duration of the contract. Protective fencing shall be repaired and woodchips or mulch replaced as necessary during the duration of the contract at no additional cost.

Cutting and Pruning

Some pruning of roots and branches may be a necessary part of construction. Pruning will be performed on the same side of the tree that roots have been severed.

The Contractor shall retain the services of a Massachusetts State Certified Arborist to oversee any cutting of limbs, stem or roots of existing trees. All cuts shall be clean and executed with an approved tool. Under no circumstances shall excavation in the tree protection area be made with mechanical equipment that might damage the existing root systems. Any tree root area exposed by construction shall be covered and watered immediately. Exposed tree roots shall be protected by dampened burlap at all times until they can be covered with soil.

Watering

Water each tree within the construction area where work is in progress twice per week until the surrounding soil of each tree is saturated for the duration of construction activities.

Removal of Protection

After all other construction activities are complete, but prior to final seeding, wood chips or mulch (at the discretion of the Certified Arborist and the Tree Warden), temporary fencing, branch protection, and trunk protection materials shall be removed and disposed off-site by the Contractor at no additional cost.

Tree Damage

The Contractor shall be held responsible for the health and survival of the existing trees in the immediate vicinity of the of the construction area. Damage includes, but shall not be limited to, injury to the bark, branches, cambium, or removal of roots, which is not carried out in accordance with the guidelines set forth in this document. Damage that, in the Town Administrator, or his designee's opinion, can be remedied by corrective measures shall be repaired immediately. If damage is done to a tree during the installation work, the supervisor on the job shall immediately notify the Highway Department of the location of the tree and the type of injury. The Contractor shall be required to use proper arboricultural practices to repair any damage caused to trees. If the repair of damage to trees is not performed in a timely and proper arboricultural manner, the Town reserves the right to have the damage corrected by a Massachusetts Certified Arborist. The Contractor shall be responsible for the costs of any repairs. Broken limbs shall be pruned according to industry standards. Wounds shall not be painted unless directed by the Certified Arborist and the Tree Warden. Trees or shrubs that are damaged irreparably shall, at the Town Administrator, or his designee's discretion, be replaced at a 1:1 caliper inch ratio. Cost of replacement trees shall be borne by the Contractor.

Where individual trees are to remain where grading, construction or other disturbance will take place within the parameters specified above; or where the Town Administrator, or his designee

determines that an individual tree must be protected, these trees shall be protected and paid for under ITEM 102.51, INDIVIDUAL TREE PROTECTION.

Item payment shall be scheduled throughout the length of contract: 30 percent of value shall be paid upon installation, 30 percent approximately halfway through the contract, and the remainder to be paid at the end of the contract after completion of construction operations that would disturb plants and after the protection materials have been removed and properly disposed of off-site by the Contractor.

BASIS OF PAYMENT

Work under this item shall be paid at the Contractor bid price per EACH under Item 102.51 which payment shall include full compensation for all labor, equipment, materials, and incidentals for the satisfactory completion of the work, including the services of a certified arborist, water and fertilizer, the subsequent removal and satisfactory disposal of the protective materials upon completion of the contract, and all incidental items involved in tree protection.

Cost of wood chips or mulch, as required, shall be incidental to this item.

ITEM 120.1

UNCLASSIFIED EXCAVATION

CUBIC YARD

Work under this item shall conform to the relevant provisions of Section 120 of the most recent MassDOT Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following.

The work to be done under this Item shall consist of removing and disposing all the materials obstructing the execution of required work as shown on the plans and as directed. The work under this Item shall include, but is not limited to, the satisfactory removal of hot mix asphalt and/or concrete sidewalks, concrete slabs, reinforced concrete, drainage pipes, gutters, hot mix asphalt pavement, hot mix asphalt and concrete and granite curb, brick, rock, boulders, buried foundations, fencing, posts, stumps, cable rail, landscape timbers, foundations, and any other items encountered. Also included under this Item, is the hand removal of pavement and subbase material in the vicinity of the corrugated metal pipe culvert crossing, and any other items required to be removed to complete the proposed construction.

Edges of excavation made in existing pavement shall be squared by saw cutting with power driven tools to provide a neat, clean edge for jointing new pavement as shown on the Plans. Ragged, uneven edges shall not be accepted. Pavement areas, which have been broken or undermined, shall be edged neatly with a minimum disturbance to remaining pavement.

BASIS OF PAYMENT

Payment for Unclassified Excavation shall be at the Contract unit price bid per cubic yard which price shall constitute full payment for all labor, material and equipment necessary to complete the Item to the satisfaction of the Engineer.

ITEM 203.2 **SPECIAL MANHOLE FOR SEDIMENT REMOVAL** **EACH**

Work to be done under these items shall conform to the relevant provisions of the Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Section 120, 140, 150, 170, 200 and the following:

MATERIALS

Pre-cast concrete units used for drainage structures shall conform to the most recent Standard Specification Section M4.02.14. All other aspects of proposed drainage structures shall conform to Massachusetts Department of Transportation Standard Construction Details of the pre-cast concrete catch basins manholes and gutter inlets.

Special Manholes for Sediment Removal shall be precast concrete in conformance to these specifications and be constructed and fitted with a proprietary hydraulic flow device designed to reduce suspended solids by 80%. The device used shall be approved by the Massachusetts Department of Environmental Protection and sized by water quality volume requirements as specified in DEP Standard Method to Convert Required Water Quality Volume to a Design Discharge Rate for Sizing Flow Based Manufactured Proprietary Stormwater Treatment Practices, Dated: September 10, 2013. For a 1/2 inch storm. Proprietary hydraulic flow device shall be Stormceptor Model STC450i as manufactured by Rinker or approved equal with insert for flow through installations. Devices with filter cartridges shall not be approved.

Connections to existing drains shall be made with solid rubber couplings with stainless steel banding clamps. As manufactured by Fernco or approved equal. Where pipes of dissimilar materials and outside thicknesses are to be connected, the contractor shall supply a connector made to accommodate the variation in size.

Cement mortar used for storm drainage systems shall conform to Section M4.02.15 of the Standard Specifications.

Clay brick used for Drain manhole invert construction and adjusting frames to finished grade shall conform to M4.05.2 of the Standard Specifications. All bricks shall be soaked in water before laying. All joints shall be thoroughly flushed full of mortar and no joint on the inside face shall be greater than 1/8 inch. The joints shall be pointed on the outside wall and the outside of the brick work shall be parged with a 1/2 thick mortar coat.

Crushed stone bedding for drainage structures and all around pipes shall be at least 6 inches in thickness and shall conform to section M2.01.4 of the Standard Specifications.

Gravel borrow for replacing unsuitable material shall conform to Item 151 Gravel Borrow as specified herein.

CONSTRUCTION METHODS

Proposed structures shall be connected to the existing pipes with rubber couplings of the appropriate diameter and clamped into place with stainless steel straps and connected to the

proposed structure with mortar and brick. The mortared connection shall be solid and filled from both inside and outside.

No portion of any existing structures shall be used as backfill. The contractor shall backfill around the structure and pipes in 12 inch lifts using suitable excavated materials. Crushed stone shall be used to bed the pipes. The contractor shall take care to insure that the pipe is tamped all around with crushed stone and does not settle out of line. Any excavated material that is determined by the Engineer to be unsuitable for backfill shall be replaced with gravel borrow as specified herein.

The contractor shall reset the existing frame and grate or manhole frame and cover or provide a new frame and grate or frame and cover as directed by the engineer. Frames and grates or covers shall be supplied and installed in accordance with these specifications.

BASIS OF PAYMENT

Payment for work this item shall be at the contract unit price for Item 203 Special Manhole For Sediment Removal per EACH. Such payment shall be considered full compensation for furnishing the special manhole including excavation and bracing, dewatering as required, pre-cast concrete drainage structure, pipe connections are included in the cost of the structure and new pipe sections shall be connected to existing piping as required and in the correct size, backfill, compaction, incidental cement concrete, cement mortar, and any incidentals needed to complete the structure as specified.

Drainage pipes and couplings needed to replace sections of existing drains shall be paid for at the contract unit price for Item 241.12, 12 Inch Reinforced Concrete Drain Pipe per Foot.

Crushed Stone for bedding shall be paid for at the contract unit price for Item 156 Crushed Stone per Ton as specified herein.

Payment for saw cutting relative to each item shall be paid for at the contract unit price for Item 482.5 Saw Cutting per Foot. Saw cutting shall be paid for in areas were the pavement base is to remain. In areas were the pavement is proposed to be pulverized, no separate payment will be paid for sawing pavement unless approved by the Engineer.

ITEM 220.6

SANITARY STRUCTURE REBUILT

EACH

The work to be done under this Item shall conform to the relevant provisions of Section 220 of the Standard Specifications, and the following:

This work shall include the rebuilding of sanitary structures to the limits determined by the Engineer.

For sanitary structures which, in the opinion of the Engineer, need to be rebuilt, the casting and deteriorated masonry shall be removed until a clean, sound base is obtained upon which concrete blocks or brick may be set to rebuild the structure. The castings shall be reset to the proposed specified grade based on the grading plans.

ITEM 222.3 FRAME AND GRATE (OR COVER) MUNICIPAL STANDARD EACH

Work to be done under this item shall conform to the relevant provisions of the 1988 MassDOT Standard Specifications for Highways and Bridges Sections 201, 220, and the following:

GENERAL

This work shall consist of existing frame and grate or covers to be replaced in locations directed by the Town Administrator, or his designee. Frame and grates or covers shall be municipal standard manufactured by East Jordon Iron Works (EJIW), a.k.a. LeBaron Foundry, Inc.; Neenah Foundry, Inc.; E. J. Prescott, Inc. and the following:

MATERIALS

All Manhole Cover Frames shall be as manufactured by EJ a.k.a. East Jordon Iron Works meeting the following: EJIW product #00211011 (LK110A, 8 inch deep)

Drain Manhole Covers shall be EJIW product #00211025
(The word DRAIN in 3 inch letters shall be cast into the cover)

Sewer Manhole Covers shall be EJIW product #00211023
(The word SEWER in 3 inch letters shall be cast into the cover)

Catch Basin Grates shall be EJIW product #00552060

Catch Basin Frames with 3 flanged sides shall be EJIW product #00552311

Catch Basin Frames with 4 flanged sides shall be EJIW product #00552411

CONSTRUCTION METHODS

Castings shall be set, as directed by the Town Administrator, or his designee, so that final grade of the manhole cover or catch basin grate is flush with the final course of hot mix asphalt pavement. Material around the structure shall be compacted and high early strength concrete collars shall be placed around the castings. High early strength concrete shall be 4,000 PSI at 28 day test, 3/4" aggregate, 5% air entrained, and have a maximum 4" slump.

BASIS OF PAYMENT

Work under this Item shall be paid at the Contractor bid price per EACH under Item 222.3, which shall include full compensation for labor, equipment, tools, disposal of existing covers and grates as directed by the Town Administrator, or his designee, and any incidentals necessary for the satisfactory completion of the work as specified. Should the Town Administrator, or his designee or his representative request certain castings be delivered to and stacked at the Town facility located at 89 Kendall Road, the cost shall be considered incidental to this item.

ITEM 223.2 FRAME AND GRATE (OR COVER) EACH
REMOVED AND DISCARDED

Work to be done under this item shall conform to the relevant provisions of the 1988 Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Section 220 and the following:

GENERAL

Remove and discard existing frames and grates or frames and covers as indicated on the plans or as required by the Engineer. The Contractor shall remove the frame and grate or over at the locations noted on the plans as "REM." or "CIT" and as required by the Engineer. The frames, grates and covers shall be properly removed and disposed off-site by the Contractor.

BASIS OF PAYMENT

The work under this Item shall be paid for at the Contractor bid price per EACH under Item 223.2 for Frame and Grate (or Cover) Removed and Discarded which shall be considered full compensation for all labor, materials, equipment and incidental costs required to complete the work as specified

ITEM 470.21 HOT MIX ASPHALT BERM, TYPE A - MODIFIED TON

Work to be done under this item shall conform to the relevant provisions of the 1988 Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Section 470 and the following:

GENERAL

Work to be done under this item shall consist of installing HMA berm (1' wide) at the locations shown on the plan in conformance with the detail provided in the plans.

BASIS OF PAYMENT

The work under this Item shall be paid for at the Contractor bid price per TON under Item 470.21 for Hot Mix Asphalt Berm, Type A - Modified which shall be considered full compensation for all labor, materials, equipment and incidental costs required to complete the work as specified.

ITEM 482.5 SAWING PAVEMENT JOINTS FOOT

Work to be done under this item shall conform to the relevant provisions of the 1988 Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Sections 120 and 400 and the following:

GENERAL

Work shall include saw cutting asphalt and cement concrete pavements.

CONSTRUCTION METHODS

The existing pavement shall be saw cut through its full depth at the limits of full depth reclamation and the limits of private driveways and walkways that are to be removed for grading tie-in.

Where the existing pavement is designated to be milled and overlaid, the pavement shall be sawn to a depth that matches the proposed overlay.

Generally all abutting edges between new and old pavements shall be saw cut to provide a uniform, vertical surface for the proposed pavement joint to meet with the existing pavement. All edges of

excavations made in existing pavements shall be squared by sawcutting with power driven tools to provide a neat, clean edge for joining new pavement.

BASIS OF PAYMENT

The work under this Item shall be paid for at the Contractor bid price per FOOT under Item 482.5 for Sawing Pavement and Sidewalk Joints which shall be considered full compensation for all labor, materials, equipment needed to cut all thicknesses of existing pavement and incidental costs required to complete the work as specified.

Sawcut edges which become broken, ragged, or undermined as a result of the Contractor's operations shall be re-sawn prior to the placement of abutting proposed pavement at no additional cost to the Owner. Sawing will be measured for payment by the linear foot as measured along the length of the pavement surface regardless of the depth specified. Payment for sawcutting for the installation of catch basins, manholes, gate box, service box, pipe, temporary patching, curbing shall be considered incidental to that items and will not be paid for separately under Item 482.5.

THE CONTRACTOR SHALL NOTE:

Cuts made in trench limits for drainage work, will be included in the unit price under the respective items and will not be paid for separately under this Item 482.5.

Saw cutting pavement at limits of work, at limits of full depth reclamation, at public and private sidewalk and driveway limits shall be paid for under this Item 482.5.

ITEM 698.3 GEOTEXTILE FABRIC FOR SEPARATION SQUARE YARD

Work under this item shall conform to the relevant provisions of section M9.50.0, the latest supplements and addendum thereto, and the following

GENERAL

Work consists of providing and installing filter fabric as shown on the plans, details, and/or as directed by the Engineer.

Perform all required sub-grade compaction and grading prior to installing the geotextile fabric.

- A. Install geo-textile fabric on the compacted sub-base or stone, over the entire area as detailed.
- B. Provide 12" (minimum) overlap between adjacent fabric pieces.
- C. Provide 6" (minimum) overlap at edges.

MATERIALS

Materials shall conform to M9.50.0 and shall be listed on the Qualified Construction Materials List.

BASIS OF PAYMENT

Item 698.3 will be paid at the Contract unit price bid per Square Yard, excluding overlaps, complete in place and shall include full compensation for furnishing all labor, material, equipment and incidental costs required to complete the work.

activities commence, for the purpose of documenting all decrepit, and/or extraordinary points of concern.

The Contractor is to coordinate and make accommodations for all work performed on private property in the execution of this contract.

It shall be the responsibility of the Contractor to file all appropriate permits required by federal, state and local rules and regulations. This shall include but not limited to NPDES permits, street opening permits with the Town of Tyngsborough, and any permits required for connecting to an existing electrical infrastructure, both with the town and the utility company. All permits shall be submitted as soon as possible after notification to proceed is given. Failure to do so may result in suspension of work or a fine to the contractor. This shall be considered incidental to the project.

The contractor is hereby notified that any work being performed adjacent to private property may have an existing irrigation system. It is the contractor's responsibility to identify any and all irrigation systems and take the upmost care not to damage said system. If any system is damaged by the contractor, it shall be the contractor's responsibility to repair the system within five (5) business days. All repair work shall be considered incidental to the project.

The contractor shall not disturb any granite bounds within the project limits. If at any time the contractor does disturb a granite bound (horizontally or vertically) the contractor shall reset the bound. The bound shall be certified by a Massachusetts Registered Land Surveyor prior to acceptance by the Town of Tyngsborough. This shall be considered incidental to the project.

The Contractor is primarily responsible for the scheduling and coordination of all Police services under this item, however the actual cost of Police Services will be paid for under the appropriate item in this contract.

The contractor shall be responsible for all utility company coordination required to timely schedule the applicable utility to complete the work required to adjust castings which are owned by said utility.

The Contractor shall begin work by July 1, 2016. The Contractor shall have the project substantially complete by November, 1, 2016 and shall have all punch list items and project close outs finished by December 31, 2016.

The Contractor shall have all pavement markings applied within 5 business days of applying the final top course of bituminous concrete to the roadway.

"Equality" - An item equal to that named or described in these specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the Town in writing for approval, at time of bid, use or fabrication of such

items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the Town, shall be in writing to be effective, and the decision of the Town shall be final. The Town may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

Any work zones shall conform to both MassDOT and MUTCD regulations.

METHOD OF COMPLIANCE

The contractor shall establish and maintain temporary benchmarks for both horizontal and vertical controls for the duration of the project.

Under the direction of a Massachusetts Professional Land Surveyor (PLS) the Contractor shall extract, correlate, and subsequently post the design grades shown on the plan and/or as otherwise shown on the associated contract drawings.

The grade points shall be posted all along the roadway corridor on sturdy colored four foot (4') high iron pins and/or stakes such that the final roadway, once completed, fully complies with the design scheme and/or with any modification necessitated by field changes ordered by the Engineer. However, the posting of grades shall not be limited to just the design grades but shall also include the interpolation and posting of intermediate grades and/or the re-posting of certain grades, as may be from time to time required by any interested party in order to successfully investigate and/or otherwise install, to the satisfaction of the Engineer, any drainage, curbing, pavement and/or any other grade dependent project related component or grade dependent issue.

The Contractor shall coordinate the grading and layout activities with the Design Engineer to ensure that the design grades are posted in an expeditious and acceptable manner. To that end the Contractor shall supply and install, at all critical grade points identified on the plan (and/or profile), as many sturdy pins and/or stakes as he deems necessary, or as otherwise may be required by the Engineer. The pins and/or stakes, once set, shall be clearly marked with paint and flagging such that their physical location, as well as the posted grades, can be easily seen by the general public and by the field personnel. Subsequently, once the pins and/or stakes have served their purpose, they shall be immediately removed by the Contractor.

The Contractor is to make a videotape and/or photographic record of all existing sideline conditions prior to the commencement of construction activities, or as otherwise may become necessary as the construction activities commence, for the purpose of documenting all decrepit, and/or extraordinary points of concern or interest. This video record shall be made by the Contractor and a copy, or a secondary video tape, shall be delivered to the Town Administrator, or his designee. The Contractor may opt to make a photographic record in lieu of a videotape but only to supplement the pre-construction sideline video survey, and only when a photographic record is deemed necessary and sufficient by the Town Administrator, or his designee and/or the Contractor.

Videos and/or photographs are to be taken and delivered to the Town Administrator, or his designee in such a manner that the subject matter can be clearly seen, and in such a timely manner

that the collected information is not lost. The video shall be made on foot via a hand-carried camera.

SCHEDULING AND UTILITY COORDINATION

The Contractor shall submit a two-week look ahead schedule to the Town Administrator, or his designee on the Monday of each week that construction activities are to be performed. Construction activities deviating from the submitted Schedule shall be performed only with express permission from the Engineer.

The Contractor is to give ample notice prior to performing certain extraordinary construction related activities on private lands (i.e. walls, steps etc.), and/or is to discuss, and/or is to make safe and reasonable accommodation of access, for all private property abutters affected by the scheduled construction activities at hand. In certain cases the Contractor will be further required to make special accommodations for the handicapped or for other physically challenged or sensor impaired individuals who live in or about the construction area so that their needs may be appropriately addressed. Notice of intent to construct or to disturb private property and/or access routes shall be made at least twenty four (24) hours in advance of the scheduled activity and/or as directed by the Town Administrator, or his designee.

This notification shall be made in writing on a format acceptable to the Town Administrator, or his designee should the Contractor be directed to do so, with said notices being posted at the subject address in a location nearest to the regular mail delivery location but not in the actual mailbox. The decision to post notices will be at the discretion of the Town Administrator, or his designee. Said notices shall be made on a brightly colored (yellow, orange etc.) 8.5" x 11" pieces of paper.

The Contractor shall make contact with all applicable utility companies in advance of commencement of work such that the utility companies can be logically scheduled within the overall construction schedule so that they will be on-site after the level courses of pavement have been laid. During the time in which the site will be occupied by utility company crews, the Contractor is not to be completing work on site. The intent of this order is to maintain vehicular access to the road to the largest extent practicable.

OWNERS OF UTILITIES

The following are the names and addresses of the utilities presumed to be affected within each location, but the completeness of the list is not guaranteed. For most up-to-date utility contacts, reference MassDOT's utility contact website:

<http://www.mhd.state.ma.us/webapps/utilities/select.asp>

Utility Pole Set Responsibility: Verizon

Electric

National Grid
40 Sylvan Road, Floor E3.726
Waltham, MA 02451
Jonathan Estes
781-907-3303

Gas

National Grid Gas
40 Sylvan Road-3rd Floor-W3.244
Waltham, MA 02451
Melissa Owens
781-907-2845

Telephone

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Karen Mealey
508-828-6437

Water

Tyngsborough Water District
P.O. Box 305
Tyngsborough, MA 01879
Dale Thompson
978-649-4577

Sewer

Tyngsborough Sewer Commission
25 Bryants Lane (Town Hall)
Tyngsborough, MA 01879
Allen Curseaden
978-649-2300

DPW

Tyngsborough Highway Department
89 Kendall Road
Tyngsborough, MA 01879
James Hustins
978-649-2310

Cable

Comcast
P.O. Box 6505
Chelmsford, MA 01862
Wendy Brown
978-848-5183

Other

MCI
P.O. Box 600
Charlton, MA 01507
Stephen Parretti
508-248-1305

BASIS OF PAYMENT

Under Item 748. the Contractor will be paid the lump sum price for all labor and materials which will be required to complete these tasks throughout the entire term of the project. **Under this item the Town shall make such proportional payments as they deem appropriate throughout the course of this contract based upon a reasonable percentage for the value of services rendered to date.**

The total cost for this item shall not exceed 5% of the total contract cost in its entirety, inclusive of amendments as applicable, exclusive of this item. **Failure to observe this requirement MAY result in rejection of this bid.**

ITEM 756.

**NPDES STORMWATER
POLLUTION PREVENTION PLAN**

LUMP SUM

Work under this item shall conform to the relevant provisions of Section 7.00 and Section 700 of the Massachusetts Highway Department 1988 Standard Specifications for Highways & Bridges, the latest supplements and addendum thereto, and the following:

GENERAL

This item addresses the preparation of a Storm Water Pollution Prevention Plan (SWPPP) required by the National Pollutant Discharge Elimination System (NPDES) and applicable Construction General Permit (CGP).

Pursuant to the Federal Clean Water Act, effective March 10, 2003, construction activities which disturb one acre or more are required to apply to the U.S. Environmental Protection Agency (EPA) for coverage under the NPDES General Permit for Storm Water Discharges from construction activities. On July 1, 2003 (68 FR 39087), EPA published the final NPDES construction general permit for construction activity. On August 4, 2003 (68 FR 45817), EPA reissued the General Permit for the Commonwealth of Massachusetts and included state specific requirements.

The NPDES General Permit requires the submission of a Notice of Intent (NOI) to the U.S. EPA prior to the start of construction (defined as any activity which disturbs land, including clearing and grubbing). There is a seven (7) day review period commencing from the date on which EPA enters the Notice into their database. The Contractor is advised that, based on the review of the NOI, EPA may require additional information, including but not limited to, the submission of the Storm Water Pollution Prevention Plan for review. Work may not commence on the project until final authorization has been granted by EPA. Any additional time required by EPA for review of submittals will not constitute a basis for a claim of delay.

In addition, if the project discharges to an Outstanding Resource Water, vernal pool, or is within a coastal AEC as identified by Massachusetts Department of Environmental Protection (DEP), a separate notification to DEP is required. DEP may also require submission of the Storm Water Pollution Prevention Plan for review and approval. Filing fees associated with the notification and, if required, the SWPPP filing to DEP shall be paid by the Contractor.

The owner, Town of Tyngsborough, and the operator, the Contractor, must submit separate NOI's. In cases where the municipality or other party has control over the plans and specifications or day-to-day site operations, said party must also submit a NOI. The Contractor is responsible to ensure that all required parties have submitted an NOI and shall provide proof of same to the Engineer.

The General Permit also requires the preparation and implementation of a Storm Water Pollution Prevention Plan in accordance with the afore-mentioned statutes and regulations. The Plan will include the General Permit conditions and detailed descriptions of controls of erosion and sedimentation to be implemented during construction. It is the responsibility of the Contractor to prepare the SWPPP to meet the requirements of the most recently issued CGP. The Contractor shall submit the Plan to the Engineer for approval at least four weeks prior to any site activities. It is the responsibility of the Contractor to be familiar with the General Permit conditions and the conditions of any state Wetlands Protection Act Order, Water Quality Certification, Corps of

Engineers Section 404 Permit and other environmental permits applicable to the project and to include in the SWPPP the methods and means necessary to comply with applicable conditions of said permits.

It is the responsibility of the Contractor to complete the SWPPP in accordance with the EPA Construction General Permit, provide all information required, and obtain any and all certifications as required by the Construction General Permit. Any amendments to the SWPPP required by the site conditions, schedule changes, revised work, construction methodologies, and the like are the responsibility of the Contractor. Amendments will require the approval of the Engineer prior to implementation.

Included in the General Permit conditions is the requirement for inspection of all erosion controls and site conditions on a weekly basis as well as after each incidence of rainfall exceeding 1/2" in twenty four hours. The Contractor shall choose a qualified individual who will be on-site during construction to perform these inspections. The Engineer must approve the Contractor's Inspector. In addition, if the Engineer determines at any time that the Inspector's performance is inadequate, the Contractor shall provide an alternate Inspector. Written weekly inspection forms, storm event inspection forms, and monthly summary reports must be completed and provided to the Engineer. Monthly summary reports must include a summary of construction activities undertaken during the reporting period, general site conditions, erosion control maintenance and corrective measures taken, the anticipated schedule of construction activities for the next reporting period, any SWPPP amendments, and representative photographs.

The Contractor is responsible for preparation of the Plan, all SWPPP certifications, inspections, reports and any and all corrective actions necessary to comply with the provisions of the General Permit. Work associated with performance of inspections is not included under this item. The Standard Specifications require adequate erosion control for the duration of the contract. Inspection of these controls is considered incidental to the applicable items. This item addresses acceptable completion of the SWPPP, any revisions/amendments required during construction, and preparation of monthly reports. In addition, any erosion controls beyond those specified in bid items elsewhere in this contract which are selected by the Contractor to facilitate and/or address the Contractor's schedule, methods and prosecution of the work shall be considered incidental to this item.

The CGP requires the submission of a Notice of Termination (NOT) from all operators when final stabilization has been achieved.

BASIS OF PAYMENT

Payment for all work detailed above, including SWPPP preparation, required revisions, revisions/addenda during construction, monthly reports and filing fees are included in the Lump Sum for this item. Upon final acceptance of the SWPPP by the Department, a payment equal to 50 percent of the contract lump sum price shall be paid. The remaining 50 percent of the lump sum shall be paid in 10 percent increments distributed equally throughout the remaining period of the contract.

ITEM 767.12

COMPOST FILTER TUBES

FOOT

Work to be done under this item shall conform to the relevant provisions of the 1988 Massachusetts Department of Transportation Standard Specifications for Highways and Bridges Sections 751 and 767 and the following:

The purpose of this item is to provide a linear, compost-filled tube for filtering suspended sediments from storm water flow.

MATERIALS

Material for the filter tubes shall be compost meeting M1.06.0, except that no manure or bio-solids shall be used. In addition, no kiln-dried wood or construction debris shall be allowed. Particle size analysis: 98% shall pass through a 3 inch (75mm) sieve; 30-50% shall pass 3/8 inches (10mm) sieve.

The Contractor shall supply a catalog cut for the compost filter tube to the Engineer for approval.

Tubes for compost filters shall be a minimum of 12 inches (300 mm), a maximum of 18" (450mm) in diameter. Tube material shall be a knitted mesh with 1/8" - 3/8" (3-10 mm) openings, and made of biodegradable (cotton or jute) materials. *Photodegradable fabric may be used; however, photodegradable fabric must be removed and disposed of by the contractor, at his expense, at the end of the contract.* Additional tubes shall be used at the direction of the Engineer.

Stakes for anchors, if required, shall be nominal 2 x 2 stakes.

METHODS

Tubes of compost may be filled on site or shipped. Tubes shall be placed, filled and staked in place as required to ensure stability against water flows. All tubes shall be tamped to ensure good contact with soil. Stakes shall not puncture compost tubes.

The Contractor shall ensure that the filter tubes function as intended at all times. Tubes shall be inspected after each rainfall and at least daily during prolonged rainfall. The Contractor shall immediately correct all deficiencies, including, but not limited, to washout, overtopping, clogging due to sediment, and erosion. The contractor shall review location of tubes in areas where construction activity causes drainage runoff to ensure that the tubes are properly located for effectiveness. Where deficiencies exist, such as overtopping or wash-out, additional staking or compost material shall be installed as directed by the Engineer. Contractor shall remove sediment deposits as necessary to maintain the filters in working condition. The functional integrity of filter tubes shall be maintained in sound condition at all times. Filter tubes that are decomposing, cut, or otherwise compromised shall be repaired or replaced as directed by the Engineer and be incidental to this item.

Filter tube fabric and stakes shall be removed by the Contractor when site conditions are sufficiently stable to prevent surface erosion, and after receiving permission to do so from the Engineer. All biodegradable tube fabric shall be cut and laid flat in place to decompose on-site at the direction of the Engineer. Tube fabric that is not decomposing satisfactorily shall be removed and disposed off-site by the Contractor. At the direction of the Engineer, the Contractor may rake out and seed compost so that it is no greater than 2 inches (50 mm) in depth on soil substrate.

BASIS OF PAYMENT

Measurement for this item shall be by the FOOT of Compost Filter Tube installed, approved, and maintained in place. Payment shall be the bid price and shall be compensation for all labor equipment and materials necessary to complete the work specified above, including, but not limited to, stakes and tube fabric, compost mulch wedge along top of tubes, removal and disposal of fabric and stakes, raking and seeding of compost.

ITEM 874.

STREET NAME SIGN

EACH

Work to be done under this item shall conform to the relevant provisions Section 828 "Traffic Signs" as directed by the Town Administrator, or his designee, and the following:

GENERAL

The work under this item consider of removing, disposal and replacing existing street name sign as directed by the Town Administrator, or his designee which shall include all materials, labor and equipment necessary to complete the design, construction, and erection of the signs. Work shall also include, without additional compensation, all hardware, brackets, bolts, labor, etc., required to attach panels.

MATERIALS

Street sign sizes, background color, border and legend size and color, shall be as noted on the plans, and as noted in the **2009 Manual of Uniform Traffic Control Devices**. Legend shall be FHWA Series D 2000. Street name legends shall consist of 6 inch uppercase letters with 4.5 inch lowercase letters. All street name signs shall be double sided. Signs shall be fabricated consistent with a Type A aluminum sign material with reflectorized background sheeting. Background color shall be in conformance with Town standards. All mounting hardware shall be consistent with the Standard Specifications.

BASIS OF PAYMENT

The work under this item shall be paid for at the contract unit price for Item 874 Street Name Sign per EACH. Such the payment shall be considered full compensation for all tools, equipment, labor and materials including mounting hardware and top bracket. Payment for street sign supports shall be paid for at the contract unit price for Item 847.1 Sign Sup (N/Guide) + Rte Mkr W/1 Brkway Post Assembly – Steel per Each.

ITEM 874.41 **TRAFFIC SIGN REMOVED AND DISCARDED** **EACH**

The work under this Item shall conform to the relevant provisions of Section 828 of the Standard Specifications and the following:

Work under this item shall include the dismantling, removal and satisfactory disposal of the existing roadside traffic sign and street sign posts as directed by the Town Administrator, or his designee including the removal and disposal of the signs and their foundations.

The work shall include removing the supports, excavating the existing foundation, the disposal of the concrete and supports, the backfilling with compacted gravel of the holes resulting from the excavation and removal of the supports and the replacement, in kind, of any surface material disturbed.

The existing posts and signs shall not be removed until the new posts and signs and structures replacing them are ready for installation or until the Engineer orders their removal.

BASIS OF PAYMENT

Item 874.41 will be paid for at the Contract unit price per EACH, which price shall include all labor, materials, equipment, excavation and disposal of the existing foundations, supplying and placing of gravel backfill and compaction, and the restoration or replacement in kind of disturbed surfaces and all incidental costs required to complete the work.

ITEM 984.6 **STONE FOR EROSION CONTROL** **TON**

Work under this item shall conform to the relevant provisions of Section 983 and the following:

Placement of the stone shall be in conformance with Section 983.62.

Stone for Erosion Control shall conform to Section M2.02.0 of the Standard Specifications, except that each stone shall not weigh less than 75 pounds, not more than 125 pounds and at least 75% of the volume shall consist of stones weighing not less than 90 pounds.

Geotextile Fabric shall be placed over the gravel bedding. Geotextile Fabric shall be paid for under the contract unit price per square foot for Item 698.3 Geotextile Fabric for Separation, complete in place.

BASIS OF PAYMENT

Item 984.6 will be paid for at the Contract unit price per TON, which price shall include all labor, tools, labor to place the stone, and all incidental costs required to complete in place.

ATTACHMENT A

WAGE RATES



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

Prevailing Wage Rates

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

RONALD L. WALKER, II
Secretary

WILLIAM D MCKINNEY
Director

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

Awarding Authority: Town of Tyngsborough
Contract Number: 16-01 **City/Town:** TYNGSBOROUGH
Description of Work: Roadway reconstruction and drainage rehabilitation of a portion of Mascuppic Trail in the Town of Tyngsborough.
Job Location: Mascuppic Trail

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 <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.65	\$10.41	\$10.08	\$0.00	\$52.14
	06/01/2016	\$32.15	\$10.41	\$10.08	\$0.00	\$52.64
	08/01/2016	\$32.15	\$10.91	\$10.08	\$0.00	\$53.14
	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.72	\$10.41	\$10.08	\$0.00	\$52.21
	06/01/2016	\$32.22	\$10.41	\$10.08	\$0.00	\$52.71
	08/01/2016	\$32.22	\$10.91	\$10.08	\$0.00	\$53.21
	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.84	\$10.41	\$10.08	\$0.00	\$52.33
	06/01/2016	\$32.34	\$10.41	\$10.08	\$0.00	\$52.83
	08/01/2016	\$32.34	\$10.91	\$10.08	\$0.00	\$53.33
	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	12/01/2015	\$34.38	\$10.40	\$5.95	\$0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BARCO-TYPE JUMPING TAMPER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BOILER MAKER	01/01/2016	\$41.62	\$6.97	\$16.21	\$0.00	\$64.80
<i>BOILERMAKERS LOCAL 29</i>	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2016

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

Effective Date - 01/01/2017

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

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2016	\$47.76	\$10.18	\$18.54	\$0.00	\$76.48
<i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	09/01/2016	\$48.66	\$10.18	\$18.62	\$0.00	\$77.46
	03/01/2017	\$49.23	\$10.18	\$18.62	\$0.00	\$78.03

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.88	\$10.18	\$18.54	\$0.00	\$52.60
2	60	\$28.66	\$10.18	\$18.54	\$0.00	\$57.38
3	70	\$33.43	\$10.18	\$18.54	\$0.00	\$62.15
4	80	\$38.21	\$10.18	\$18.54	\$0.00	\$66.93
5	90	\$42.98	\$10.18	\$18.54	\$0.00	\$71.70

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.33	\$10.18	\$18.62	\$0.00	\$53.13
2	60	\$29.20	\$10.18	\$18.62	\$0.00	\$58.00
3	70	\$34.06	\$10.18	\$18.62	\$0.00	\$62.86
4	80	\$38.93	\$10.18	\$18.62	\$0.00	\$67.73
5	90	\$43.79	\$10.18	\$18.62	\$0.00	\$72.59

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$36.45	\$7.45	\$13.75	\$0.00	\$57.65
	06/01/2016	\$37.20	\$7.45	\$13.75	\$0.00	\$58.40
	12/01/2016	\$38.20	\$7.45	\$13.75	\$0.00	\$59.40
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARPENTER	03/01/2016	\$37.10	\$9.80	\$16.82	\$0.00	\$63.72
<i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	09/01/2016	\$38.08	\$9.80	\$16.82	\$0.00	\$64.70
	03/01/2017	\$39.05	\$9.80	\$16.82	\$0.00	\$65.67
	09/01/2017	\$40.06	\$9.80	\$16.82	\$0.00	\$66.68
	03/01/2018	\$41.06	\$9.80	\$16.82	\$0.00	\$67.68
	09/01/2018	\$42.10	\$9.80	\$16.82	\$0.00	\$68.72
	03/01/2019	\$43.13	\$9.80	\$16.82	\$0.00	\$69.75

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.55	\$9.80	\$1.63	\$0.00	\$29.98
2	60	\$22.26	\$9.80	\$1.63	\$0.00	\$33.69
3	70	\$25.97	\$9.80	\$11.93	\$0.00	\$47.70
4	75	\$27.83	\$9.80	\$11.93	\$0.00	\$49.56
5	80	\$29.68	\$9.80	\$13.56	\$0.00	\$53.04
6	80	\$29.68	\$9.80	\$13.56	\$0.00	\$53.04
7	90	\$33.39	\$9.80	\$15.19	\$0.00	\$58.38
8	90	\$33.39	\$9.80	\$15.19	\$0.00	\$58.38

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.04	\$9.80	\$1.63	\$0.00	\$30.47
2	60	\$22.85	\$9.80	\$1.63	\$0.00	\$34.28
3	70	\$26.66	\$9.80	\$11.93	\$0.00	\$48.39
4	75	\$28.56	\$9.80	\$11.93	\$0.00	\$50.29
5	80	\$30.46	\$9.80	\$13.56	\$0.00	\$53.82
6	80	\$30.46	\$9.80	\$13.56	\$0.00	\$53.82
7	90	\$34.27	\$9.80	\$15.19	\$0.00	\$59.26
8	90	\$34.27	\$9.80	\$15.19	\$0.00	\$59.26

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING	01/01/2016	\$43.51	\$10.90	\$18.71	\$1.30	\$74.42
<i>BRICKLAYERS LOCAL 3 (LOWELL)</i>						

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.76	\$10.90	\$12.21	\$0.00	\$44.87
2	60	\$26.11	\$10.90	\$13.71	\$1.30	\$52.02
3	65	\$28.28	\$10.90	\$14.71	\$1.30	\$55.19
4	70	\$30.46	\$10.90	\$15.71	\$1.30	\$58.37
5	75	\$32.63	\$10.90	\$16.71	\$1.30	\$61.54
6	80	\$34.81	\$10.90	\$17.71	\$1.30	\$64.72
7	90	\$39.16	\$10.90	\$18.71	\$1.30	\$70.07

Notes:

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

Apprentice to Journeyworker Ratio:1:3

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

For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DIRECTIONAL DRILL MACHINE OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$60.34	\$9.80	\$18.17	\$0.00	\$88.31
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$43.10	\$9.80	\$18.17	\$0.00	\$71.07
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$64.65	\$9.80	\$18.17	\$0.00	\$92.62
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT) <i>PILE DRIVER LOCAL 56 (ZONE 2)</i>	08/01/2015	\$90.51	\$9.80	\$18.17	\$0.00	\$118.48
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction) <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.47	\$13.00	\$0.55	\$0.00	\$32.02
2	40	\$18.47	\$13.00	\$0.55	\$0.00	\$32.02
3	45	\$20.78	\$13.00	\$12.34	\$0.00	\$46.12
4	45	\$20.78	\$13.00	\$12.34	\$0.00	\$46.12
5	50	\$23.09	\$13.00	\$12.71	\$0.00	\$48.80
6	55	\$25.39	\$13.00	\$13.07	\$0.00	\$51.46
7	60	\$27.70	\$13.00	\$13.44	\$0.00	\$54.14
8	65	\$30.01	\$13.00	\$13.81	\$0.00	\$56.82
9	70	\$32.32	\$13.00	\$14.18	\$0.00	\$59.50
10	75	\$34.63	\$13.00	\$14.55	\$0.00	\$62.18

Notes :

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

Apprentice to Journeyworker Ratio:2:3***

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2016

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

Effective Date - 01/01/2017

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

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

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER <i>ELEVATOR CONSTRUCTORS LOCAL 4</i>	01/01/2016	\$38.17	\$14.43	\$14.96	\$0.00	\$67.56
	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$40.49	\$10.00	\$14.55	\$0.00	\$65.04
	05/01/2016	\$41.03	\$10.00	\$14.90	\$0.00	\$65.93
	11/01/2016	\$41.62	\$10.00	\$14.90	\$0.00	\$66.52
	05/01/2017	\$42.50	\$10.00	\$14.90	\$0.00	\$67.40
	11/01/2017	\$43.23	\$10.00	\$14.90	\$0.00	\$68.13
	05/01/2018	\$43.94	\$10.00	\$14.90	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$41.93	\$10.00	\$14.55	\$0.00	\$66.48
	05/01/2016	\$42.47	\$10.00	\$14.90	\$0.00	\$67.37
	11/01/2016	\$43.07	\$10.00	\$14.90	\$0.00	\$67.97
	05/01/2017	\$43.96	\$10.00	\$14.90	\$0.00	\$68.86
	11/01/2017	\$44.69	\$10.00	\$14.90	\$0.00	\$69.59
	05/01/2018	\$45.41	\$10.00	\$14.90	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY <i>OPERATING ENGINEERS LOCAL 4</i>	11/01/2015	\$21.71	\$10.00	\$14.55	\$0.00	\$46.26
	05/01/2016	\$21.88	\$10.00	\$14.90	\$0.00	\$46.78
	11/01/2016	\$22.23	\$10.00	\$14.90	\$0.00	\$47.13
	05/01/2017	\$22.76	\$10.00	\$14.90	\$0.00	\$47.66
	11/01/2017	\$23.18	\$10.00	\$14.90	\$0.00	\$48.08
	05/01/2018	\$23.61	\$10.00	\$14.90	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONING <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$34.63	\$13.00	\$14.55	\$0.00	\$62.18
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$36.34	\$10.00	\$14.90	\$0.00	\$61.24
	06/01/2016	\$36.96	\$10.00	\$14.90	\$0.00	\$61.86
	12/01/2016	\$38.00	\$10.00	\$14.90	\$0.00	\$62.90
	06/01/2017	\$38.84	\$10.00	\$14.90	\$0.00	\$63.74
	12/01/2017	\$39.67	\$10.00	\$14.90	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FLAGGER & SIGNALER <i>LABORERS - ZONE 2</i>	12/01/2015	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	06/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
	12/01/2016	\$20.50	\$7.45	\$12.65	\$0.00	\$40.60
For apprentice rates see "Apprentice- LABORER"						
FLOORCOVERER <i>FLOORCOVERERS LOCAL 2168 ZONE I</i>	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55

Apprentice - FLOORCOVERER - Local 2168 Zone I

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

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

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2015

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

Effective Date - 06/01/2016

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

Notes:

Apprentice to Journeyworker Ratio:1:6

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

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$46.17	\$13.00	\$16.39	\$0.00	\$75.56
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For apprentice rates see "Apprentice- ELECTRICIAN"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2016	\$43.31	\$10.70	\$21.95	\$2.28	\$78.24
	08/01/2016	\$44.46	\$10.70	\$21.95	\$2.28	\$79.39
	02/01/2017	\$45.56	\$10.70	\$21.95	\$2.28	\$80.49
	08/01/2017	\$46.66	\$10.70	\$21.95	\$2.28	\$81.59
	02/01/2018	\$47.81	\$10.70	\$21.95	\$2.28	\$82.74
For apprentice rates see "Apprentice- SHEET METAL WORKER"						
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2016	\$49.19	\$9.70	\$18.14	\$0.00	\$77.03
	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2016	\$49.19	\$9.70	\$18.14	\$0.00	\$77.03
	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	06/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50
	12/01/2016	\$33.15	\$7.45	\$12.65	\$0.00	\$53.25
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) <i>HEAT & FROST INSULATORS LOCAL 6 (BOSTON)</i>	09/01/2015	\$43.81	\$11.50	\$13.80	\$0.00	\$69.11
	09/01/2016	\$45.81	\$11.50	\$13.80	\$0.00	\$71.11
	09/01/2017	\$47.81	\$11.50	\$13.80	\$0.00	\$73.11
	09/01/2018	\$50.06	\$11.50	\$13.80	\$0.00	\$75.36
	09/01/2019	\$52.56	\$11.50	\$13.80	\$0.00	\$77.86

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

Effective Date - 09/01/2015

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

Effective Date - 09/01/2016

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

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER <i>IRONWORKERS LOCAL 7 (LAWRENCE AREA)</i>	03/16/2016	\$38.99	\$7.80	\$20.85	\$0.00	\$67.64
	09/16/2016	\$39.64	\$7.80	\$20.85	\$0.00	\$68.29
	03/16/2017	\$40.24	\$7.80	\$20.85	\$0.00	\$68.89

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Lawrence

Effective Date - 03/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.80	\$20.85	\$0.00	\$52.04
2	70	\$27.29	\$7.80	\$20.85	\$0.00	\$55.94
3	75	\$29.24	\$7.80	\$20.85	\$0.00	\$57.89
4	80	\$31.19	\$7.80	\$20.85	\$0.00	\$59.84
5	85	\$33.14	\$7.80	\$20.85	\$0.00	\$61.79
6	90	\$35.09	\$7.80	\$20.85	\$0.00	\$63.74

Effective Date - 09/16/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.78	\$7.80	\$20.85	\$0.00	\$52.43
2	70	\$27.75	\$7.80	\$20.85	\$0.00	\$56.40
3	75	\$29.73	\$7.80	\$20.85	\$0.00	\$58.38
4	80	\$31.71	\$7.80	\$20.85	\$0.00	\$60.36
5	85	\$33.69	\$7.80	\$20.85	\$0.00	\$62.34
6	90	\$35.68	\$7.80	\$20.85	\$0.00	\$64.33

Notes:

Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

LABORER LABORERS - ZONE 2	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 2

Effective Date - 12/01/2015

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

Effective Date - 06/01/2016

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

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2015	\$31.35	\$7.45	\$12.60	\$0.00	\$51.40
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For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

LABORER: MULTI-TRADE TENDER LABORERS - ZONE 2	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

For apprentice rates see "Apprentice- LABORER"

LABORER: TREE REMOVER LABORERS - ZONE 2	12/01/2015	\$31.15	\$7.45	\$12.65	\$0.00	\$51.25
	06/01/2016	\$31.65	\$7.45	\$12.65	\$0.00	\$51.75
	12/01/2016	\$32.40	\$7.45	\$12.65	\$0.00	\$52.50

This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"

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

For apprentice rates see "Apprentice- LABORER"

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

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

Effective Date - 02/01/2016

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

Effective Date - 08/01/2016

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

Notes:

Apprentice to Journeyworker Ratio:1:3

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 02/01/2016

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

Effective Date - 08/01/2016

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

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MECHANICS MAINTENANCE	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
<i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

MILLWRIGHT (Zone 2)	04/01/2015	\$34.69	\$9.80	\$16.21	\$0.00	\$60.70
<i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>						

Apprentice - MILLWRIGHT - Local 1121 Zone 2

Effective Date - 04/01/2015

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

Notes:

Steps are 2,000 hours

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

OILER (OTHER THAN TRUCK CRANES,GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$22.27	\$10.00	\$14.90	\$0.00	\$47.17
	06/01/2016	\$22.66	\$10.00	\$14.90	\$0.00	\$47.56
	12/01/2016	\$23.31	\$10.00	\$14.90	\$0.00	\$48.21
	06/01/2017	\$23.82	\$10.00	\$14.90	\$0.00	\$48.72
	12/01/2017	\$24.34	\$10.00	\$14.90	\$0.00	\$49.24

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$26.08	\$10.00	\$14.90	\$0.00	\$50.98
	06/01/2016	\$26.54	\$10.00	\$14.90	\$0.00	\$51.44
	12/01/2016	\$27.29	\$10.00	\$14.90	\$0.00	\$52.19
	06/01/2017	\$27.89	\$10.00	\$14.90	\$0.00	\$52.79
	12/01/2017	\$28.50	\$10.00	\$14.90	\$0.00	\$53.40

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	01/01/2016	\$49.51	\$7.85	\$16.10	\$0.00	\$73.46
	07/01/2016	\$50.46	\$7.85	\$16.10	\$0.00	\$74.41
	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

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

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT)	01/01/2016	\$38.47	\$7.85	\$16.10	\$0.00	\$62.42
PAINTERS LOCAL 35 - ZONE 2	07/01/2016	\$39.42	\$7.85	\$16.10	\$0.00	\$63.37
	01/01/2017	\$40.37	\$7.85	\$16.10	\$0.00	\$64.32

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

For Apprentice rates see "Apprentice- LABORER"

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

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2016

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

Effective Date - 07/01/2016

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

Notes:
Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B
12/01/2012 \$30.28 \$9.07 \$8.00 \$0.00 \$47.35

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)
PILE DRIVER LOCAL 56 (ZONE 2)
For apprentice rates see "Apprentice- PILE DRIVER"
09/01/2013 \$37.01 \$9.80 \$18.17 \$0.00 \$64.98

PILE DRIVER
PILE DRIVER LOCAL 56 (ZONE 2)
09/01/2013 \$37.01 \$9.80 \$18.17 \$0.00 \$64.98

Apprentice - PILE DRIVER - Local 56 Zone 2

Effective Date - 09/01/2013

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

Notes: Apprentice wages shall be no less than the following Steps;
(Same as set in Zone 1)
1\$50.05/2\$54.25/3\$58.46/4\$60.56/5\$62.66/6\$62.66/7\$66.87/8\$66.87

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPEFITTER & STEAMFITTER <i>PIPEFITTERS LOCAL 537</i>	03/01/2016	\$49.19	\$9.70	\$18.14	\$0.00	\$77.03
	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.68	\$9.70	\$7.50	\$0.00	\$36.88
2	45	\$22.14	\$9.70	\$18.14	\$0.00	\$49.98
3	60	\$29.51	\$9.70	\$18.14	\$0.00	\$57.35
4	70	\$34.43	\$9.70	\$18.14	\$0.00	\$62.27
5	80	\$39.35	\$9.70	\$18.14	\$0.00	\$67.19

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.08	\$9.70	\$7.50	\$0.00	\$37.28
2	45	\$22.59	\$9.70	\$18.14	\$0.00	\$50.43
3	60	\$30.11	\$9.70	\$18.14	\$0.00	\$57.95
4	70	\$35.13	\$9.70	\$18.14	\$0.00	\$62.97
5	80	\$40.15	\$9.70	\$18.14	\$0.00	\$67.99

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

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2016	\$51.36	\$11.07	\$15.14	\$0.00	\$77.57
	09/01/2016	\$52.41	\$11.07	\$15.14	\$0.00	\$78.62
	03/01/2017	\$53.41	\$11.07	\$15.14	\$0.00	\$79.62

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$17.98	\$11.07	\$5.63	\$0.00	\$34.68
2	40	\$20.54	\$11.07	\$6.37	\$0.00	\$37.98
3	55	\$28.25	\$11.07	\$8.56	\$0.00	\$47.88
4	65	\$33.38	\$11.07	\$10.03	\$0.00	\$54.48
5	75	\$38.52	\$11.07	\$11.48	\$0.00	\$61.07

Effective Date - 09/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.34	\$11.07	\$5.63	\$0.00	\$35.04
2	40	\$20.96	\$11.07	\$6.36	\$0.00	\$38.39
3	55	\$28.83	\$11.07	\$8.55	\$0.00	\$48.45
4	65	\$34.07	\$11.07	\$10.02	\$0.00	\$55.16
5	75	\$39.31	\$11.07	\$11.48	\$0.00	\$61.86

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$57.78 Step5 with lic\$64.37

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.) <i>PIPEFITTERS LOCAL 537</i>	03/01/2016	\$49.19	\$9.70	\$18.14	\$0.00	\$77.03
	09/01/2016	\$50.19	\$9.70	\$18.14	\$0.00	\$78.03
	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75

For apprentice rates see "Apprentice- LABORER"

POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2015	\$32.15	\$7.45	\$12.65	\$0.00	\$52.25
	06/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
	12/01/2016	\$33.40	\$7.45	\$12.65	\$0.00	\$53.50

For apprentice rates see "Apprentice- LABORER"

POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$30.13	\$10.00	\$14.90	\$0.00	\$55.03
	06/01/2016	\$30.65	\$10.00	\$14.90	\$0.00	\$55.55
	12/01/2016	\$31.52	\$10.00	\$14.90	\$0.00	\$56.42
	06/01/2017	\$32.21	\$10.00	\$14.90	\$0.00	\$57.11
	12/01/2017	\$32.90	\$10.00	\$14.90	\$0.00	\$57.80

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 49</i>	05/01/2010	\$22.88	\$6.97	\$3.94	\$0.00	\$33.79
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RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	\$0.00	\$48.42
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RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	\$0.00	\$36.81
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** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

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

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

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

Notes:

Apprentice to Journeyworker Ratio:1:5

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

For apprentice rates see "Apprentice- LABORER"

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

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
ROOFER (Inc.Roofing Waterproofing &Roofing Damproofing) ROOFERS LOCAL 33	02/01/2016	\$40.11	\$11.00	\$12.90	\$0.00	\$64.01

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2016

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

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

Apprentice to Journeyworker Ratio:**

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

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

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2016

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

Effective Date - 08/01/2016

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

Notes:
Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

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

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

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

Notes:
Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.23	\$10.41	\$10.08	\$0.00	\$52.72
	06/01/2016	\$32.73	\$10.41	\$10.08	\$0.00	\$53.22
	08/01/2016	\$32.73	\$10.91	\$10.08	\$0.00	\$53.72
	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1</i>	03/01/2016	\$54.43	\$8.67	\$16.80	\$0.00	\$79.90
	10/01/2016	\$55.53	\$8.67	\$16.80	\$0.00	\$81.00
	03/01/2017	\$56.53	\$8.67	\$16.80	\$0.00	\$82.00

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

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

Effective Date - 03/01/2016

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

Effective Date - 10/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.44	\$8.67	\$8.55	\$0.00	\$36.66
2	40	\$22.21	\$8.67	\$8.55	\$0.00	\$39.43
3	45	\$24.99	\$8.67	\$8.55	\$0.00	\$42.21
4	50	\$27.77	\$8.67	\$8.55	\$0.00	\$44.99
5	55	\$30.54	\$8.67	\$8.55	\$0.00	\$47.76
6	60	\$33.32	\$8.67	\$8.55	\$0.00	\$50.54
7	65	\$36.09	\$8.67	\$8.55	\$0.00	\$53.31
8	70	\$38.87	\$8.67	\$8.55	\$0.00	\$56.09
9	75	\$41.65	\$8.67	\$8.55	\$0.00	\$58.87
10	80	\$44.42	\$8.67	\$8.55	\$0.00	\$61.64

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 <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2016	\$34.63	\$13.00	\$14.55	\$0.00	\$62.18

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$13.85	\$13.00	\$0.42	\$0.00	\$27.27
2	40	\$13.85	\$13.00	\$0.42	\$0.00	\$27.27
3	45	\$15.58	\$13.00	\$11.52	\$0.00	\$40.10
4	45	\$15.58	\$13.00	\$11.52	\$0.00	\$40.10
5	50	\$17.32	\$13.00	\$11.79	\$0.00	\$42.11
6	55	\$19.05	\$13.00	\$12.06	\$0.00	\$44.11
7	60	\$20.78	\$13.00	\$12.34	\$0.00	\$46.12
8	65	\$22.51	\$13.00	\$12.62	\$0.00	\$48.13
9	70	\$24.24	\$13.00	\$12.90	\$0.00	\$50.14
10	75	\$25.97	\$13.00	\$13.17	\$0.00	\$52.14

Notes:

Apprentice to Journeyworker Ratio:1:1

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

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2016

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

Effective Date - 08/01/2016

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

Notes:

Apprentice to Journeyworker Ratio:1:3

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TEST BORING DRILLER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$36.70	\$7.45	\$13.75	\$0.00	\$57.90
	06/01/2016	\$37.45	\$7.45	\$13.75	\$0.00	\$58.65
	12/01/2016	\$38.45	\$7.45	\$13.75	\$0.00	\$59.65
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.42	\$7.45	\$13.75	\$0.00	\$56.62
	06/01/2016	\$36.17	\$7.45	\$13.75	\$0.00	\$57.37
	12/01/2016	\$37.17	\$7.45	\$13.75	\$0.00	\$58.37
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2015	\$35.30	\$7.45	\$13.75	\$0.00	\$56.50
	06/01/2016	\$36.05	\$7.45	\$13.75	\$0.00	\$57.25
	12/01/2016	\$37.05	\$7.45	\$13.75	\$0.00	\$58.25
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.31	\$10.00	\$14.90	\$0.00	\$68.21
	06/01/2016	\$44.06	\$10.00	\$14.90	\$0.00	\$68.96
	12/01/2016	\$45.29	\$10.00	\$14.90	\$0.00	\$70.19
	06/01/2017	\$46.28	\$10.00	\$14.90	\$0.00	\$71.18
	12/01/2017	\$47.27	\$10.00	\$14.90	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$32.52	\$10.41	\$10.08	\$0.00	\$53.01
	06/01/2016	\$33.02	\$10.41	\$10.08	\$0.00	\$53.51
	08/01/2016	\$33.02	\$10.91	\$10.08	\$0.00	\$54.01
	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$47.58	\$7.45	\$14.15	\$0.00	\$69.18
	06/01/2016	\$48.33	\$7.45	\$14.15	\$0.00	\$69.93
	12/01/2016	\$49.33	\$7.45	\$14.15	\$0.00	\$70.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) <i>LABORERS (COMPRESSED AIR)</i>	12/01/2015	\$49.58	\$7.45	\$14.15	\$0.00	\$71.18
	06/01/2016	\$50.33	\$7.45	\$14.15	\$0.00	\$71.93
	12/01/2016	\$51.33	\$7.45	\$14.15	\$0.00	\$72.93
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$39.65	\$7.45	\$14.15	\$0.00	\$61.25
	06/01/2016	\$40.40	\$7.45	\$14.15	\$0.00	\$62.00
	12/01/2016	\$41.40	\$7.45	\$14.15	\$0.00	\$63.00
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) <i>LABORERS (FREE AIR TUNNEL)</i>	12/01/2015	\$41.65	\$7.45	\$14.15	\$0.00	\$63.25
	06/01/2016	\$42.40	\$7.45	\$14.15	\$0.00	\$64.00
	12/01/2016	\$43.40	\$7.45	\$14.15	\$0.00	\$65.00
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE B</i>	12/01/2015	\$31.94	\$10.41	\$10.08	\$0.00	\$52.43
	06/01/2016	\$32.44	\$10.41	\$10.08	\$0.00	\$52.93
	08/01/2016	\$32.44	\$10.91	\$10.08	\$0.00	\$53.43
	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2015	\$31.40	\$7.45	\$12.65	\$0.00	\$51.50
	06/01/2016	\$31.90	\$7.45	\$12.65	\$0.00	\$52.00
	12/01/2016	\$32.65	\$7.45	\$12.65	\$0.00	\$52.75
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2015	\$43.73	\$10.00	\$14.90	\$0.00	\$68.63
	06/01/2016	\$44.48	\$10.00	\$14.90	\$0.00	\$69.38
	12/01/2016	\$45.73	\$10.00	\$14.90	\$0.00	\$70.63
	06/01/2017	\$46.73	\$10.00	\$14.90	\$0.00	\$71.63
	12/01/2017	\$47.73	\$10.00	\$14.90	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2016	\$51.36	\$11.07	\$15.14	\$0.00	\$77.57
	09/01/2016	\$52.41	\$11.07	\$15.14	\$0.00	\$78.62
	03/01/2017	\$53.41	\$11.07	\$15.14	\$0.00	\$79.62
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>	08/30/2015	\$26.11	\$7.25	\$1.78	\$0.00	\$35.14
	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>	08/30/2015	\$36.98	\$7.25	\$8.12	\$0.00	\$52.35
	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>	08/30/2015	\$30.46	\$7.25	\$8.34	\$0.00	\$46.05
	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>	08/30/2015	\$23.93	\$7.25	\$1.72	\$0.00	\$32.90
	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>	08/30/2015	\$36.98	\$7.25	\$12.29	\$0.00	\$56.52
	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>	08/30/2015	\$32.63	\$7.25	\$9.05	\$0.00	\$48.93
	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>	08/30/2015	\$23.93	\$7.25	\$1.72	\$0.00	\$32.90
	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>	08/30/2015	\$19.58	\$7.25	\$1.59	\$0.00	\$28.42
	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>	08/30/2015	\$43.51	\$7.25	\$15.06	\$0.00	\$65.82
	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 - 08/30/2015

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.11	\$7.25	\$3.28	\$0.00	\$36.64
2	65	\$28.28	\$7.25	\$3.35	\$0.00	\$38.88
3	70	\$30.46	\$7.25	\$3.41	\$0.00	\$41.12
4	75	\$32.63	\$7.25	\$4.98	\$0.00	\$44.86
5	80	\$34.81	\$7.25	\$5.04	\$0.00	\$47.10
6	85	\$36.98	\$7.25	\$5.11	\$0.00	\$49.34
7	90	\$39.16	\$7.25	\$7.17	\$0.00	\$53.58

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

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 01/01/2016 \$28.98 \$4.25 \$3.12 \$0.00 \$36.35

TELEDATA LINEMAN/EQUIPMENT OPERATOR
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 01/01/2016 \$27.31 \$4.25 \$3.07 \$0.00 \$34.63

TELEDATA WIREMAN/INSTALLER/TECHNICIAN
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 01/01/2016 \$27.31 \$4.25 \$3.07 \$0.00 \$34.63

TREE TRIMMER
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 01/31/2016 \$18.51 \$3.55 \$0.00 \$0.00 \$22.06

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.

TREE TRIMMER GROUNDMAN
OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104 01/31/2016 \$16.32 \$3.55 \$0.00 \$0.00 \$19.87

This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.

Additional Apprentices Information:

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

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

All steps are six months (1000 hours.)

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

** Multiple ratios are listed in the comment field.

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

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

ATTACHMENT B

ORDER OF CONDITIONS

Order of Conditions shall be issued via Addendum